



**STATE OF CALIFORNIA, COUNTY OF SIERRA  
BOARD OF SUPERVISORS  
AGENDA  
REGULAR MEETING**

**Lee Adams, District 1**

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov

**Lila Heuer, District 2**

P.O. Box 485 - Sierra City, CA 96125 - 916-580-5608 - lheuer@sierracounty.ca.gov

**Paul Roen, Vice Chair, District 3**

P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - supervisor3@sierracounty.ca.gov

**Terry LeBlanc, District 4**

P.O. Box 387 - Loyalton, CA 96118 - 707-489-0314 - tleblanc@sierracounty.ca.gov

**Sharon Dryden, Chair, District 5**

P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on March 7, 2023, in the Board of Supervisors' Chambers, Courthouse, Downieville, CA. This meeting will be recorded for posting on the Board of Supervisors' website at [www.sierracounty.ca.gov](http://www.sierracounty.ca.gov).

**This meeting will be open to in-person attendance and available to the public via teleconference.**

**The public may observe and provide public comments by using the Teams options below:**

**By Phone: 1-323-892-2486**

**Access Code: 911 959 457#**

**By PC: <https://tinyurl.com/03072023BOS>**

**NOTICE**

Accommodations for individuals with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof, can be made with the Clerk of the Board and CA Relay Services 711 prior to the meeting. The Clerk of the Board may be reached at 530-289-3295 or at the following addresses:

Heather Foster  
Clerk of the Board of Supervisors  
100 Courthouse Square, Room 11  
P.O. Drawer D  
Downieville, CA 95936  
[clerk-recorder@sierracounty.ca.gov](mailto:clerk-recorder@sierracounty.ca.gov)

All items posted on the agenda, including under correspondence, may be acted upon by the

Board of Supervisors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or Staff but no action or discussion shall be undertaken on any item not appearing on the posted agenda. (GC 54954.2)

The Board of Supervisors may hold a Closed Session as the agenda schedule permits.

## **REGULAR AGENDA**

### **1. 9:00 A.M. STANDING ORDERS**

- Call to Order
- Pledge of Allegiance
- Roll Call
- Approval of Consent Agenda, Regular Agenda and Correspondence to be addressed by the Board

### **2. PUBLIC COMMENT OPPORTUNITY**

Matters under the jurisdiction of the Board not on this posted agenda may be addressed by the general public during the Public Comment Opportunity time. No action may be taken or substantive discussion pursued on matters not on the posted agenda. Public comment is regulated by the Sierra County Board of Supervisors' Rules and Procedures. You may obtain a copy of the Public Comment rules from the Clerk. The Board limits public comment to three minutes per person and not more than three individuals addressing the same subject.

### **3. COMMITTEE REPORTS & ANNOUNCEMENTS**

Board members will report on committee meetings and/or activities. Board members or members of the public may ask questions for clarification but no action will be taken.

### **4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS**

Department Managers may provide brief reports on activities within their departments. Board members or members of the public may ask questions for clarification but no action will be taken.

### **5. FOREST SERVICE UPDATE**

Update by District Ranger on items that may affect the County of Sierra.

### **6. OFFICE OF EMERGENCY SERVICES (OES) -TIM BEALS**

- 6.A. Resolution ratifying proclamation of local emergency due to severe storms commencing February 21, 2023.

Documents:

[Local Emergency Proclamation Item.pdf](#)

### **7. PERSONNEL DIRECTOR - DAVID PRENTICE**

- 7.A. Approval of revised Memorandum of Understanding between the County of Sierra and the Deputy Sheriff's Association.

Documents:

[DSA Revised MOU.pdf](#)

## **8. PUBLIC WORKS/TRANSPORTATION - TIM BEALS**

- 8.A. Presentation of bids and adoption of resolution for award of Public Works Contract to Dirt and Aggregate Interchange, Inc. for the HSIP Guardrail Replacement in Sierra County at Various Locations, Federal Project No. HSIPSL 5913(078).

Documents:

[HSIP Guardrail Award Item.pdf](#)

## **9. BOARD OF SUPERVISORS**

- 9.A. Discussion/adoption of a resolution amending Resolution 2007-039 adopting Standard Form of By-Laws for Sierra County Commissions and Committees. (CLERK OF THE BOARD)

Documents:

[CC Standard Form By-Laws.pdf](#)

- 9.B. Discussion/adoption of a resolution establishing procedures for filling a vacancy on an appointed governing board of special district. (CLERK OF THE BOARD)

Documents:

[Appointed Special Dist Vacancies.pdf](#)

- 9.C. Discussion/introduction and waive first reading of an ordinance amending sections 2.36.010 and 2.36.020 and repealing section 2.36.030 of the Sierra County Code pertaining to the Planning Commission. (CLERK OF THE BOARD)

Documents:

[PC Ordinance.pdf](#)

- 9.D. Appointment to fill a vacancy on the Downieville Fire Protection District. (CLERK OF THE BOARD)

Documents:

[DFPD - Johnson Application.pdf](#)

- 9.E. Appointment to fill a vacancy on the Sierra County Children and Families Commission (First 5). (CLERK OF THE BOARD)

Documents:

[SCCFC - Shiltz Application.pdf](#)

## **10. CLOSED SESSION**

- 10.A. Closed session pursuant to Government Code section 54956.8 - Conference with Real

Property Negotiators. Property: 105 Beckwith Street Loyalton CA. David Prentice, Negotiator. Negotiating parties: County of Sierra and City of Loyalton. Under Negotiation: Price and terms of payment.

Documents:

[Closed Session Real Property Negotiations.pdf](#)

- 10.B. Closed session pursuant to Government Code section 54957 - performance review regarding Director of Planning/Public Works.

Documents:

[Closed Session Director of PW.pdf](#)

- 10.C. Closed session pursuant to Government Code section 54957 – Public Employment – Administrative Director of Behavioral Health.

Documents:

[Closed Session Admin Director BH.pdf](#)

- 10.D. Closed session pursuant to Government Code section 54957 – Public Employment – Director of Health and Social Services.

Documents:

[Closed Session HHS Director.pdf](#)

## **11. CONSENT AGENDA**

Items placed on the Consent Agenda are of a routine and non-controversial nature and are approved by a blanket roll call vote. At the time the Consent Agenda is considered, items may be deleted from the Consent Agenda by any Board member or Department Manager and added to the Regular Agenda directed by the Chairman.

- 11.A. Resolution approving the amended Behavioral Health Advisory Board By-Laws. (BEHAVIORAL HEALTH)

Documents:

[BHAB Amended By-Laws Board.pdf](#)

- 11.B. Resolution approving Tulare County Agreement to provide special funding to implement the Comprehensive Underage Drinking Prevention Project for the Loyalton Friday Night Live program and authorizing the Behavioral Health Administrative Director to sign the agreement and all invoices to secure funds. (BEHAVIORAL HEALTH)

Documents:

[Tulare County 2 Board.pdf](#)

- 11.C. Resolution declaring March 2023 as "American Red Cross Month" in Sierra County. (CLERK-RECORDER)

Documents:

[American Red Cross Month.pdf](#)



11.D. Minutes from the regular meeting held on February 7, 2023. (CLERK OF THE BOARD)

Documents:

[02072023 minutes.pdf](#)

**ADJOURN**

**SIERRA COUNTY BOARD OF SUPERVISORS'**  
**AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>REGULAR</span> <span>CONSENT</span> <span>TIMED</span> </div> <hr/> <b>SUPPORTIVE DOCUMENT ATTACHED:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>RESOLUTION</span> <span>MEMO</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>AGREEMENT</span> <span>OTHER _____</span> </div>
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b>  <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b>  <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> <b>IS A BUDGET TRANSFER REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div>
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>APPROVED</span> <span>APPROVED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>ADOPTED</span> <span>ADOPTED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>DENIED</span> <span>OTHER</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>NO ACTION TAKEN</span> </div>	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> _____ <b>BY CONSENSUS</b>  AYES:  ABSTAIN:  NOES:  ABSENT:	RESOLUTION 2023- _____ AGREEMENT 2023- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**IN THE MATTER OF  
PROCLAIMING A LOCAL STATE OF EMERGENCY  
WITHIN THE COUNTY OF SIERRA**

**RESOLUTION NO. 2023 -**

**WHEREAS**, County Ordinance 403 and Sierra County Code, Section 8.16.010 and following empowers the Director of Emergency Services and/or the County Board of Supervisors to proclaim the existence or threatened existence of a local emergency when the County is affected or likely to be affected by a public calamity; and,

**WHEREAS**, the Director of Emergency Services of the County of Sierra does hereby find that conditions of extreme peril to the safety of persons, property and public infrastructure have arisen with the communities of the County of Sierra caused by severe winter snow, precipitation, and windstorms which commenced on or about Tuesday, February 21, 2023; and,

**WHEREAS**, severe wind, precipitation, and snow have damaged power lines and have caused lengthy power outages within the communities of Sierra County, including the community of Downieville which is the County seat and have caused life threatening conditions due to loss of communication infrastructure (911 system) and radio dispatch, as the emergency power system for western Sierra County has failed due to the strain on the system, as well threatened the continuity of government; and

**WHEREAS**, these conditions are beyond the control of the services, personnel, equipment and facilities of Sierra County and the physical and fiscal impacts to the County of Sierra and local governmental entities have been severe, thus far, and the ongoing storms cause great potential for further catastrophic strain on the emergency response systems in Sierra County including but not limited to public utilities, road department including access, emergency access, and snow removal, County Government, medical response services and schools which is a direct threat to lives and property; and

**WHEREAS**, during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Sierra County shall be those prescribed by State law- Government Code 8630, County ordinances, and County resolutions and the County OES Director will proceed with formal notification to the State Office of Emergency Services, the legislative representatives, and the Governor of California with a request that he proclaim the County of Sierra to be in a State of Emergency. This emergency proclamation shall expire seven (7) days after issuance unless confirmed and ratified by the Sierra County Board of Supervisors.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Sierra does hereby declare and proclaim a local State of Emergency based upon the foregoing findings as there exists conditions of extreme peril to the safety of persons, private property, and governmental operations and such conditions have exhausted the resources and personnel of the County of Sierra.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Sierra affirms the proclamation of the Director of Emergency Services issued March 1<sup>st</sup>, 2023.

**BE IT FURTHER DECLARED** that said local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Sierra.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 7<sup>th</sup> day of March 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

COUNTY OF SIERRA

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SHARON DRYDEN, CHAIR  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

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HEATHER FOSTER  
CLERK OF THE BOARD

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DAVID PRENTICE  
COUNTY COUNSEL

## **PROCLAMATION OF LOCAL STATE OF EMERGENCY**

### **RESULTING FROM LATE FEBRUARY 2023 STORMS COMMENCING TUESDAY, FEBRUARY 21, 2023**

**WHEREAS**, Ordinance No. 403 of the County of Sierra empowers the County Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said County is affected or likely to be affected by a public calamity, flood or natural disasters; and,

**WHEREAS**, the Director of Emergency Services of the County of Sierra does hereby find that conditions of extreme peril to the safety of persons, property and public infrastructure have arisen within the communities of the County of Sierra caused by severe winter snow, precipitation, and wind storms which commenced on or about Tuesday, February 21, 2023; and,

**WHEREAS**, the ongoing response and assessments have diverted local resources from day to day operations, and the impacts of the severe winter storms are beyond the control of personnel, services, equipment and budget of the County; and, severe wind, precipitation, and snow have damaged power lines and have caused lengthy power outages within the communities of Sierra County, including the community of Downieville which is the County seat and have caused life threatening conditions due to loss of communication infrastructure (911 system) and radio dispatch, as the emergency power system for western Sierra County has failed due to the strain on the system, as well threatened the continuity of government; and

**WHEREAS**, these conditions are beyond the control of the services, personnel, equipment and facilities of Sierra County and the physical and fiscal impacts to the County of Sierra and local governmental entities have been severe, thus far, and the ongoing storms cause great potential for further catastrophic strain on the emergency response systems in Sierra County including but not limited to public utilities, road department including access, emergency access, and snow removal, County Government, medical response services and schools which is a direct threat to lives and property; and

**WHEREAS**, further damages are anticipated as the winter storms continues and remains a threat to the Sierra County communities, as well as the more remote areas of the County where additional impacts are certain to be in existence.

**WHEREAS**, and during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Sierra County shall be those prescribed by State law-Government Code 8630, County ordinances, and County resolutions and the County OES Director will proceed with formal notification to the State Office of Emergency Services, the legislative representatives, and the Governor of California with a request that he proclaim the County of Sierra to be in a state of emergency. This emergency proclamation shall expire seven (7) days after issuance unless confirmed and ratified by the Sierra County Board of Supervisors.

**NOW, THEREFORE, IT IS HEREBY DECLARED**, pursuant to Article 14, Section 8630 of the California Emergency Services Act, and Sierra County Code, Chapter 8.16 a local emergency exists within and throughout Sierra County as of March 1, 2023, and the Sierra County Board of Supervisors shall ratify this proclamation within seven (7) days of the date of the proclamation.

**BE IT FURTHER RESOLVED THAT**, by means of this declaration, the Director of Emergency Services is authorized to use and employ any of the property, services, personnel and resources of the County to help mitigate this emergency, and State agencies and other public agencies may provide mutual aid, including personnel, equipment and other available resources, to assist Sierra County during this emergency.

**BE IT FURTHER PROCLAIMED AND ORDERED**, that a copy of this Resolution be forward to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Sierra County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

Dated March 1, 2023,

By: 

Tim H. Beals, Director  
Sierra County Office of Emergency Services  
P. O. Box 530  
101 Courthouse Square  
Downieville, CA. 95936

**SIERRA COUNTY BOARD OF SUPERVISORS'**  
**AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

**7.A.**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>REGULAR</span> <span>CONSENT</span> <span>TIMED</span> </div> <hr/> <b>SUPPORTIVE DOCUMENT ATTACHED:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>RESOLUTION</span> <span>MEMO</span> </div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>AGREEMENT</span> <span>OTHER _</span> </div>
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<b>BOARD VOTE:</b> <span style="float: right;">BY CONSENSUS</span> AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2023- <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> AGREEMENT 2023- <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> ORDINANCE <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SIERRA COUNTY DEPUTY SHERIFF'S ASSOCIATION BARGAINING UNIT  
AND  
THE COUNTY OF SIERRA

March 1, 2022

To

February 28, 2025



## **SECTION 1- PREAMBLE**

### **1.1 PARTIES**

This Memorandum of Understanding is entered into by and between the County of Sierra, a political subdivision of the State of California, (hereinafter referred to as the “County”), and the Sierra County Deputy Sheriff’s Association, represented herein by Mastagni Holstedt, A.P.C, (hereinafter collectively referred to as the “Union” or “Bargaining Unit” as the context requires).

### **1.2 PURPOSE**

It is the purpose of this Memorandum of Understanding (hereinafter referred to as the “MOU”) to achieve and maintain harmonious relations between the County and the Union, to provide for equitable and peaceful adjustment of the differences that may arise, and to establish wages, hours, and other conditions of employment.

The MOU is further intended to address matters that are subject to collective bargaining pursuant to provisions of the Myers-Miliias-Brown Act (Government Code 3505 et seq.) as to all of the employees that have been previously designated as represented by the Union (under Resolution No. 95-276, and any amendments thereto). This MOU supersedes all previous MOUs as executed by and between the parties.

## **SECTION 2- RECOGNITION**

### **2.1 EXCLUSIVE REPRESENTATIVE**

The County recognizes the Union as the exclusive bargaining agent for all the County employees in the Sierra County Deputy Sheriff’s Association Bargaining Unit, except for the position of the Undersheriff (which is designated by County as Management).

### **2.2 NEW OR RECLASSIFIED POSITIONS**

All new full-time sworn & full-time nonsworn positions (other than the Undersheriff) of the Sheriff’s Office and Probation Department shall be eligible to be within the Sierra County Deputy Sheriff’s Association Bargaining Unit. In the event that the County wishes to make any other assignment, the County and Union shall meet as necessary for the purpose of discussing assignment to a bargaining unit. Such assignments to a bargaining unit shall be made by the County only after meeting and conferring with the Union in advance of any such decision.

## **SECTION 3- UNION RIGHTS**

### **3.1 MEETINGS**

- a) Employee Contact. Union representatives shall have the right to contact individual employees working within the bargaining unit on matters of Union business. Contact may be made at the work site of the employee during normal business hours with prior approval of the employee's supervisor. Such contacts shall be kept to a minimum in order not to unreasonably interrupt County business. Such approval shall not be unreasonably denied.
- b) Any authorized representative of the Union shall be permitted to conduct employee meetings on matters within the scope of representation, in County facilities, before and after shifts and during meal periods providing that reasonable notice be given to the Department Manager or designee in advance.
- c) The Union shall have use of County facilities for meetings of off duty employees and the Union, provided that the Union has requested the facility reasonably in advance of the meeting and has received approval of use from the department in charge of the facility, on the same basis as other organizations. In no case shall County offices or facilities containing sensitive or confidential information or equipment be used.

### **3.2 COMMUNICATIONS**

The Union shall have the right to reasonable use of space on County bulletin boards and County mail system. The Union shall have use of the County telephone system to communicate with departmental employees provided that the Union pays all costs of such use.

### **3.3 EMPLOYEE LABOR RELATIONS TRAINING**

Two (2) Union members from each unit shall be allowed one (1) day off with pay and benefits each year to attend training regarding labor and employee-employer relations. The two employees in each unit shall be designated by the Union, which shall notify the County at least thirty (30) days prior to the date of such training. The County shall not be responsible for any travel and per diem costs relating to such training.

### **3.4 DISCRIMINATION**

The County agrees not to discriminate against any employee for his/her activity on behalf of, or for his/her membership in the Union, provided however, such activity is conducted in

accordance with the County Code and with any MOU in effect between the Union and the County. This shall not affect the right of the County to discipline employees for cause in accordance with the County Code.

### **3.5 AGENCY SHOP**

Pursuant to the provisions of Government Code Section 3502.5, upon certification of majority support of the employees in the bargaining unit, the employer shall agree to implement an agency shop consistent with the provisions of Section 3502.5. Such certification may consist of any of the following:

- a) Voluntary membership of at least seventy-five percent (75%) of the eligible employees in the bargaining unit,
- b) A petition signed by at least a simple majority (fifty percent plus one) of the eligible employees in the bargaining unit, or
- c) The approval of at least a simple majority (fifty percent plus one) of the employees who cast ballots in a secret ballot election conducted in accordance with Section 3502.5 in favor of an agency shop.

## **SECTION 4- MANAGEMENT RIGHTS**

The County shall have the exclusive right to determine the merits, necessity and organization of any service or activity of County Government all as set forth in the County Code and/or under State law. Unless State Law, County Code or this MOU expressly require the exercise of any right or power affecting employees to be made subject to meeting and conferring with the Union, all such rights and powers are expressly reserved to management. Management rights as set out below may be exercised by County without meeting and conferring with the Union. In its determination of matters concerning the management or administration of County government the County shall retain the exclusive decision-making authority in relation to, but not limited by, the following:

- a) Determine and modify the organization of County government and its constituent work units.
- b) Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.

- c) Determine the methods, means and the numbers and kinds of personnel by which services are to be provided.
- d) Determine whether goods or services shall be made, purchased, or contracted for.
- e) Direct employees, including scheduling and assigning work and overtime.
- f) Establish employee performance standards and to require compliance therewith.
- g) Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees where warranted.
- h) Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- i) Implement rules, regulations, and directives consistent with law and the specific provisions of the MOU.
- j) Take all necessary actions to protect the public and carry out its mission in emergencies. In any matter regarding emergencies which affect items of meet and confer, the County shall notify the Union as soon as possible.

## **SECTION 5- COMPLETE AGREEMENT AND WAIVER**

The parties acknowledge that they have had an opportunity to meet and exchange proposals pursuant to the collective bargaining statutes and County policies and that this agreement represents the complete agreement of the parties made pursuant to that bargaining process. The parties further acknowledge that the intent is that this MOU shall have a term from March 1, 2022 through February 28, 2025. Except, as set forth next, neither party shall have an obligation to negotiate with the other during the term of this MOU.

Notwithstanding the foregoing, in the event there is a material change in the County's fiscal condition, including but not limited to the County's general fund, the parties agree that either side may request that negotiations be reopened by providing the other party thirty (30) days advance written notice of the request to reopen, along with a statement of the issues that are to be discussed in any such negotiations. It is agreed that any request to reopen must be for the purpose of addressing the changes to the County's fiscal position and shall include specific proposals as to what changes, if any, should be made to the wages and benefits to employees due to the change. Any such request to reopen negotiations shall only be made during window periods of (1) 45 days preceding the adoption of the preliminary budget; (2) 45 days preceding

the date of the hearings on the adoption of the County budget; or (3) within 30 days following the adoption of the final budget. In the event that any request is made to reopen, the other party shall have an additional 20 days in which to bring forward any issues that the party may have in response to the request to reopen negotiations concerning fiscal issues.

## **SECTION 6- SALARY AND BENEFITS**

### **6.1 SALARIES**

Salary for all employees shall be in the amounts shown on the attached wage tables.

- Table “1”: reflects the wages in effect as of March 1, 2022 which implements an additional 5% wage increase.
- Table “2”: Reflects the wages in effect as of March 1, 2023 which implements an additional 4% wage increase.
- Table “3”: Reflects the wages in effect as of March 1, 2024 which implements an additional 4% wage increase.

#### **6.1.1 SHIFT DIFFERENTIAL PAY**

Any employee who works a work shift during either the swing or graveyard shift shall receive additional pay for the hours worked during such period. The compensation paid for either shift period shall be called the “shift differential pay”, in accordance with the following:

- a) For each shift during which a regular full-time employee works during swing shift, such employee shall receive shift differential pay so that the employee’s full compensation for such time, including shift differential pay, amounts to one hundred and five percent (105%) of such employee’s regular hourly rate. For the purpose of this subsection, the swing shift shall mean any worked hours where one-half or more of the shift is between the hours of 6 p.m. to midnight.
- b) For each shift during which a regular full-time employee works during the graveyard shift, such employee shall receive shift differential pay so that the employee’s full compensation for such time, including shift differential pay, amounts to one hundred and ten percent (110%) of such employee’s regular hourly rate. For the purpose of the subsection, the graveyard shift shall mean any

worked hours where one-half or more of the shift is between the hours of midnight. to 6 a.m.

#### **6.1.2 FTO SUPPLEMENTAL TRAINING PAY**

Full-Time personnel occupying the position (rank) of Deputy Sheriffs II, Correctional Officers/Dispatcher II, and above shall receive an additional 5% in pay calculated from their base pay, during such times (and only during the times) that they are required to and serve as a field training officer for the purpose of training a newly hired deputy sheriff or correctional officer/dispatcher.

### **6.2 HEALTH INSURANCE**

#### **6.2.1 SELECTION OF HEALTH INSURANCE COVERAGE & BENEFITS**

- a) County will be entitled to select the provider of health insurance programs offered to employees. If the health insurance provider makes any changes to the coverage provided under the health insurance plan(s) provided to employees, then the County shall offer to meet and confer with employees about any changes to the health insurance plan coverage and level of benefits for the employees, to the extent that such changes are within the control of the County (short of opting out of the plan). The Health Insurance provider selected by the County may require that each employee in the represented bargaining unit be enrolled as a member of the plan, as a condition of employment.
- b) During the term of the MOU County shall contribute up to a maximum of \$1,020.00 for the health insurance for each full-time employee, including as applicable, his or her dependents. Should the excise tax as outlined in the Affordable Care Act (ACA), commonly referred to as the “Cadillac tax”, become effective during the term of this MOU, the amount of County contribution shall be reduced to \$1 below what is considered a high-cost employer sponsored health plan. In the event that this occurs, the County agrees to meet and confer and bargain in good faith regarding the County health care contributions within 30 days of the reduction of County contributions. Notwithstanding the foregoing, in the event that the employee is enrolled in a health insurance plan at a cost that is less than the maximum, the County shall pay only the cost of such insurance on

behalf of the employee. Employees will be individually responsible for the cost of health insurance in excess of the County's maximum contributions as per above.

- c) Permanent part-time employees working less than full-time but at least fifty percent (50%) of a full-time employee (FTE) will have the portion of the County contribution reduced in proportion to the percentage of full-time employee worked by the respective employee and the employee shall pay the remaining portion of the cost of any of said health insurance plans.
- d) The employee share of health insurance payments shall be withheld by the County from each employee's paycheck each month.

All employees will be required to be enrolled in one of the County health insurance programs; provided however, to the extent permitted under the insurance program selected by the County, employees will be given the opportunity to decline insurance based upon the employee having insurance from another source which shall meet the minimum insurance provisions that are otherwise required to be provided by an employer under the Affordable Care Act and any implementing regulations so that the County will not be subject to any penalties or taxes due to such employees not having acceptable health insurance. In any case in which an employee declines coverage per the above policy, a certificate to that effect may be required by County on a form to be provided, stating that the employee has one of the alternative forms of health insurance coverage, per above, and providing such proof of coverage as is reasonably necessary to verify that it complies with this provision.

#### **6.2.2 RESPONSIBILITY FOR HEALTH INSURANCE PREMIUM UPON EXPIRATION OF MOU**

In the event that the parties fail to enter into a new MOU prior to the expiration of the current MOU, the County shall continue to contribute to health insurance as set forth in Section 6.2.1, until a new MOU is adopted, or the parties fail to reach an agreement on a new MOU following the meet and confer process.

### **6.3 LIFE INSURANCE**

During the term of this MOU, County shall continue to pay the full monthly premium of Life Insurance for each full-time employee that is party to this MOU for \$50,000 coverage; provided, however, that based on the terms of the policy of the selected insurance carrier the

\$50,000 coverage may decline with age for employees 65 years of age or older. In the event that the parties are unable to negotiate a successor agreement at the end of the term of this MOU, the County shall continue to provide this benefit until a new MOU is adopted or the parties fail to reach an agreement on a new MOU following the meet and confer process. County reserves the right to change the insurance carrier selected to provide life insurance.

#### **6.4 HOLIDAY PAY**

Full time employees in the Sheriff's Office and the Probation Department shall receive holiday pay for the shift length of their assignment, for each holiday listed in the County Personnel Code- Section 3.09.030.

### **SECTION 7- RETIREMENT**

#### **7.1 PUBLIC EMPLOYEE'S RETIREMENT SYSTEM**

The County is a member of the California Public Employees Retirement System. The County participates, by contract, in the Public Employees Retirement System (PERS). The County also participates in the federal social security system.

#### **7.2 PERS CONTRIBUTIONS FOR SWORN (SAFETY) EMPLOYEES**

The County shall continue the three percent (3%) at age 55 benefit for sworn peace officers who are enrolled in the PERS safety employee plan whose date of hire was before January 1, 2013. Employees shall continue to pay 9% of their gross pay towards their PERS retirement costs.

Employees hired by the County as permanent employees on or after January 1, 2013, and who constitute new members (to PERS) as defined in Government Code Section 7522.04, such employees will participate in 2.7% at age 57 retirement plan through PERS (reference- Government Code Section 7522.25). Such employees shall be required to pay the applicable employee contribution towards the PERS retirement costs as may be established from time to time by PERS.

Employees hired by the County as permanent employees on or after January 1, 2013, and who do not constitute new members (to PERS) as defined in Government Code Section 7522.04, such employees will participate in 3% at age 55 retirement plan and such employees shall pay 9% of their gross pay towards their PERS retirement costs.

The County will continue its participation in the federal social security system.



### **7.3 PERS CONTRIBUTIONS FOR NON-SWORN EMPLOYEES**

The County shall continue the 2.7 percent (2.7%) at age 55 benefit for permanent employees (other than those that are public safety employees under Section 7.2, above) enrolled in the PERS miscellaneous plan whose date of hire was before January 1, 2013.

Employees will continue to pay 8% of their gross pay towards their PERS retirement costs.

Employees hired by the County as permanent employees on or after January 1, 2013, and who constitute new members (to PERS) as defined in Government Code Section 7522.04, such employees will participate in 2% at age 62 retirement plan through PERS (reference – Government Code Section 7522.20). Such employees shall be required to pay the applicable employee contribution towards the PERS retirement costs as may be established from time to time by PERS.

Employees hired by the County as permanent employees on or after January 1, 2013, and who do not constitute new members (to PERS) as defined in Government Code Section 7522.04, such employees will participate in 2.7% at age 55 retirement plan and such employees shall be required to pay the applicable employee contribution towards the PERS retirement costs as may be established from time to time by PERS.

The County will continue its participation in the federal social security system.

### **7.4 MILITARY SERVICE CREDIT**

The County agrees to continue to provide Section 21024 (Military Service Credit as Public Service) and Section 21027 (Military Service Credit for Retired Persons) for the employees enrolled in the PERS miscellaneous employee plan.

## **SECTION 8- HOURS OF WORK**

### **8.1 WORK SCHEDULES**

- a) Standard Schedule & Work Period: The standard schedule shall be the regularly assigned hours of work of an employee and may include time worked under a flexible schedule that is mutually agreed upon by the Department Manager and the employee. Overtime

shall be set forth in Section 3.08.070 of the new County Personnel Code. The work period will be based on a week basis Sunday through Saturday.

- b) Only the Department Head or in his or her absence, the Assistant Department Head may authorize and instruct an employee to work overtime.

## **8.2 OVERTIME COMPENSATION**

Notwithstanding any other provision in this MOU or within the County Personnel Code overtime shall be computed solely based on the hours worked. Within the following:

- a) Any hours that exceed more than their regular shift hours in a day, shall be overtime; and if any regular hours exceed forty (40) hours in one week, shall be overtime.
- b) Any hours worked on a regular scheduled day off shall be considered overtime.
- c) Dispatcher/Corrections
  - a. Any additional hours on a regular three (3) day week, shall be considered as overtime.
  - b. A guarantee of no less than four (4) hours of overtime on their regular four (4) day week except.
    - i. When sick, vacation, and compensatory hours are being used to cover their shift hours.

C. This provision only applies to Dispatch/Corrections Officers working 12-hour shifts.

Overtime of less than fifteen (15) minutes more than the regular workday shall not be computed, nor shall such periods be accumulated for the week. Overtime, if more than fifteen (15) minutes more than a regular workday, shall be computed to the nearest one-half (1/2) hour. For the purpose of computing overtime, any sick leave, vacation leave taken, compensatory time off or holiday pay to an employee within a work week shall be deemed to constitute “hours worked” for the purpose of determining eligibility for overtime pay.

Subject to the limited “emergency” exceptions set forth below, overtime may only be earned with the prior written approval of the employee’s Appointing Authority, or the Appointing Authority’s designated representative. Employees cannot, on their own, decide to earn overtime. Overtime may be authorized only when it is not possible to adjust staffing patterns and/or employee work schedules to provide essential staffing in the following types of circumstances:

a) Situations where overtime may be authorized:

1. The unexpected absence of an employee whose position must be filled to avoid a disruption of services or to avoid loss of funding.
2. The necessity of performing an unexpected heavier-than-normal workload to avoid disruption of necessary services.
3. Situations that are uncontrollable emergencies.
4. Attendance at agency directed meetings/conferences, provided that the total overtime authorized is pre-approved by the Appointing Authority. Overtime may not be earned for employee-initiated attendance at seminars, etc.
5. Emergency situations qualifying for retroactive approval.

In the face of a bona fide emergency involving risk to life, health or property, the response to which emergency falls within the reasonable scope of the employee's job description, an employee may work overtime on such bona fide emergency without prior written authorization, provided that:

- a) Such overtime is reported to the supervisor or Appointing Authority at the earliest opportunity; and
- b) The overtime is ratified by Appointing Authority not later than 72 hours after the overtime was accrued.

### **8.3 COMPENSATORY TIME**

At the employee's discretion, approved overtime may be taken as compensatory time paid at the rate of one and a half times their hourly rate. Compensatory time shall not accrue above 140 hours for any employee. Once an employee accrues in excess of 140 hours all approved overtime earned shall be paid at one and a half times their hourly rate. The County reserves the right to cash out all or a portion of accumulated hours in excess of 80 hours during November of each year. Any terminating employee shall be entitled, at the next regular pay period after terminations, to cash payment equal to the dollar value of any overtime or compensated time off accumulation.

### **8.4 SCHEDULE SELECTION**

All regular full-time employees shall work under the Standard Schedule defined in Section 8.1 above unless an employee and the Appointing Authority mutually agree to utilize the Flex Schedule defined in Section 8.1 above.

#### **8.4.1 POSTING OF SCHEDULES**

The Sheriff shall endeavor to post schedules for a thirty (30) day period. For non-sworn employees, schedules shall provide a minimum of ten (10) hours between shifts. A premium of one and one half (1.5%) times the non-sworn employee's normal rate of pay shall be paid for all hours worked following less than ten (10) hours between shifts. This premium will not be paid if the employee is earning the overtime rate of pay for the affected shift.

#### **8.4.2 SCHEDULE CHANGES**

The Appointing Authority shall endeavor to provide employees as much advance notice of a schedule change as operational need will allow. In the event that non-sworn employee's schedule shift is changed with less than twenty-four (24) hours' notice to the employee a premium of one and one half (1.5%) times the employees' normal rate of pay shall be paid for the entire shift. This does not apply to early call ins or shift extensions. At the request of the employee, the employees shift may be changed by mutual agreement with less than twenty-four (24) hours' notice. In such event, the employer shall not be required to pay the premium pay for a short shift change.

### **8.5 AUTHORITY**

The Appointing Authority or designee may authorize overtime following the criteria set forth above. Only the Appointing Authority or the designee in the latter's absence may ratify emergency overtime after the fact.

### **8.6 POLICY OF TIME MANAGEMENT**

To avoid the use of overtime whenever possible, an employees work shift schedule may be temporarily altered by the employees Appointing Authority or the latter's designee provided such employee is given not less than twenty-four (24) hours prior written notice of such shift alteration. Shift changes may not be made more often than twice per calendar month without mutual agreement.

### **8.7 SALARY & BENEFITS – REDUCED WORK HOURS**

Any full-time employee for which a Personnel Action Form has been executed by the employee and the Appointing Authority and has been approved by the Board of Supervisors reducing hours worked, shall receive reduced salary and benefits in proportion to the reduction in hours, provided that the employee is working at least 50% of a FTE. Vacation and sick leave

shall be prorated pursuant to the provisions of this agreement. Any full time employee whose salary and benefits have been reduced pursuant to this section shall be paid a proportionate share of holiday pay, if the reduction in hours results in the employee not working on such holiday.

## **8.8 TRAVEL TIME**

Time required to travel from an employee's base station to a job or training site which training is authorized in the "Overtime Policy" and return shall be counted as work hours.

## **SECTION 9- STANDBY AND CALL BACK PROVISIONS**

### **9.1 STANDBY DEFINED**

"Standby" means that the employee is immediately available to be reached by telephone at a current working telephone number provided to the employees Department Manager or latter's designee, and that the employee can and will respond to any request for call back within a maximum time of 15 minutes from being called and, if able to safely do so, will report back to work within one hour of being called. As an alternative to telephone contact availability, the standby employee may utilize a "pager" if at the option of the County, the latter is provided to the standby employee and the employee remains in pager communication range.

### **9.2 EMPLOYEE RIGHTS**

No representative of the County management shall require or imply that a bargaining unit employee is to remain available during off duty hours in order to receive a call to return to work unless expressly assigned, in writing, to "standby duty" by the management of the County Department. Prior to assigning any such personnel to "standby duty" the Director of the Department shall, if he or she so elects to do so, establish a formal policy providing for standby duty and notifying employees that they may, thereafter, be assigned to standby duty. The adoption of such a standby policy shall not be subject to any further meet and confer obligations.

No employee who is not on "standby" status may be disciplined for failure to be available to return to duty during non-regular working hours or shift.

Notwithstanding the forgoing, employees designated by the Appointing Authority as supervisors including the ranks of corporal or above and any detective, when issued a cell phone

by the County, shall be required to always carry the phone, unless impracticable under the circumstances, so as to be available to respond to after hour calls. Failure to comply with this policy may be grounds for discipline.

### **9.3 COMPENSATION**

Any employee who is assigned standby duty pursuant to a standby policy shall be compensated at the rate of two dollars (\$2.00) for each hour of standby. The assignment of any personnel to standby duty may be canceled by the management of the department by contacting the employee by telephone or any other means of providing actual notice.

### **9.4 CALLBACK**

Employees who are required to return to work after they have left at the end of their assigned shift shall be entitled to a minimum of three (3) overtime hours compensation for each such callback. If an employee is called back within three (3) hours of the start of the employees next regularly scheduled shift and works continuously through the shift, the employee shall be paid for the actual hours worked. By mutual agreement of the employee and management, the employee may adjust the work schedule to incorporate the callback into the regular work shift for the day.

### **9.5 AFTER HOURS TELEPHONE CALLS**

Employees who receive work related telephone calls from their supervisors or authorized by their supervisors, during off duty hours shall be entitled to one half (1/2) overtime hours compensation or compensation for the length of the phone call whichever is greater for each call received. Employees who are required to return to work pursuant to Section 9.4 shall receive callback compensation and therefore shall not be entitled to additional compensation under this section.

### **9.6 USE OF COUNTY VEHICLES TO RESPOND TO EMERGENCY CALL OUTS**

Employees who are authorized by the Appointing Authority to take a department vehicle home shall endeavor to be available after hours to respond to emergency callouts. Where the Appointing Authority deems the frequency of an employee's response to emergency callouts does not justify the assignment of a vehicle to an employee the Appointing Authority may require that employees use their own vehicles going to and from work.

## **SECTION 10 – UNIFORM ALLOWANCE**

County shall pay to each full-time Deputy Sheriff, Dispatcher/CO, and Probation Officer, a uniform allowance in the amount of \$700.00, which shall be paid in equal installments through payroll on a payroll basis.

#### **SECTION 11 – PAY DATES TO COUNTY EMPLOYEES**

The County will issue electronic payments to employees on the first day of each month. In any year when the first day of the month of July is a non-banking day (when banks are otherwise closed), then the electronic payments to the employees will take place on the next banking day following the first of July. In any other month when the first day of the month is a non-banking day, then electronic payments to the employees will take place on the last banking day immediately prior to the first day of the month.

#### **SECTION 12 – P.O.S.T. SUPPLEMENTAL COMPENSATION**

Dispatchers shall be afforded supplemental compensation of P.O.S.T. training as follows: 2.5% for Basic, Intermediate, Advanced, Supervisory or Management P.O.S.T. certificates, however such supplemental compensation shall not exceed 5% regardless of certificates held. Other unit employees with peace officer status shall receive P.O.S.T. supplemental compensation for Intermediate, Advanced, Supervisory, Management or, Executive certificates at the rate of 2.5% for each not to exceed 5%.

### **SECTION 13 – TERM OF MOU**

The term of this MOU shall be from March 1, 2022 through February 28, 2025.

### **SECTION 14 – NEGOTIATIONS FOR A SUCCESSOR AGREEMENT**

The Union and the County mutually agree to commence negotiations for a new MOU to replace this MOU, prior to the expiration of this MOU, in the Fall of 2024.

Approved by the parties this 7<sup>th</sup> day of March 2023.

**MASTAGNI HOLSTEDT, A.P.C.**

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**COUNTY OF SIERRA**, a political  
subdivision of the State of California

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Sharon Dryden, Chair Board of Supervisors

**APPROVED AS TO FORM:**

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David A. Prentice, County Counsel

**ATTEST:**

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Heather Foster, Clerk of the Board



**PROBATION- 2022**  
**INCREASE PER MOU- 1.05000**

							After 5 yrs.	After 10 yrs.		
CLASS		STEP A	STEP B	STEP C	STEP D	STEP E	L1	L2	CLASS #	POSITION
<b>PO1</b>	Month	3,982.21	4,181.31	4,390.39	4,609.90	4,840.40	5,082.43	5,336.55	20	Probation Officer 1
	Hour	22.9743	24.1229	25.3292	26.5956	27.9254	29.3217	30.7878		
<b>PO2</b>	Month	4,718.87	4,954.82	5,202.56	5,462.69	5,735.82	6,022.61	6,323.74	28	Probation Officer 2
	Hour	27.2242	28.5855	30.0148	31.5155	33.0912	34.7458	36.4831		
<b>PO3</b>	Month	4,986.39	5,235.70	5,497.49	5,772.37	6,060.97	6,364.02	6,682.22	32	Probation Officer 3
	Hour	28.7676	30.2059	31.7163	33.3021	34.9672	36.7155	38.5513		
<b>SRPO</b>	Month	5,693.99	5,978.70	6,277.64	6,591.52	6,921.09	7,267.14	7,630.50	39	Sr. Probation Officer
	Hour	32.8500	34.4925	36.2171	38.0280	39.9293	41.9258	44.0221		
<b>ADCPO</b>	Month	6,421.16	6,742.22	7,079.34	7,433.31	7,804.96	8,195.22	8,604.98	45	Asst. Dep. Chief
	Hour	37.0452	38.8974	40.8423	42.8845	45.0286	47.2801	49.6441		

**PROBATION- 2023**  
**INCREASE PER MOU- 1.04000**

CLASS		STEP A	STEP B	STEP C	STEP D	STEP E	After 5 yrs.	After 10 yrs.	CLASS #	POSITION
							L1	L2		
<b>PO1</b>	Month	4,141.50	4,348.56	4,566.01	4,794.30	5,034.02	5,285.73	5,550.01	20	Probation Officer 1
	Hour	23.8933	25.0879	26.3424	27.6594	29.0424	30.4946	32.0193		
<b>PO2</b>	Month	4,907.62	5,153.02	5,410.67	5,681.20	5,965.25	6,263.51	6,576.69	28	Probation Officer 2
	Hour	28.3132	29.7289	31.2154	32.7762	34.4149	36.1357	37.9424		
<b>PO3</b>	Month	5,185.85	5,445.13	5,717.39	6,003.26	6,303.42	6,618.59	6,949.52	32	Probation Officer 3
	Hour	29.9183	31.4142	32.9850	34.6342	36.3659	38.1842	40.0934		
<b>SRPO</b>	Month	5,921.75	6,217.85	6,528.74	6,855.18	7,197.93	7,557.82	7,935.71	39	Sr. Probation Officer
	Hour	34.1639	35.8722	37.6658	39.5491	41.5265	43.6028	45.7830		
<b>ADCPO</b>	Month	6,678.01	7,011.91	7,362.51	7,730.64	8,117.16	8,523.03	8,949.18	45	Asst. Dep. Chief
	Hour	38.5270	40.4533	42.4760	44.5998	46.8298	49.1713	51.6299		

**PROBATION- 2024**  
**INCREASE PER MOU- 1.04000**

CLASS		STEP A	STEP B	STEP C	STEP D	STEP E	After 5	After 10		POSITION
							years	years		
<b>PO1</b>	Month	4,307.16	4,522.51	4,748.65	4,986.08	5,235.38	5,497.16	5,772.02	20	Probation Officer 1
	Hour	24.8490	26.0914	27.3961	28.7658	30.2041	31.7144	33.3001		
<b>PO2</b>	Month	5,103.92	5,359.13	5,627.09	5,908.44	6,203.85	6,514.05	6,839.75	28	Probation Officer 2
	Hour	29.4457	30.9181	32.4640	34.0872	35.7915	37.5810	39.4601		
<b>PO3</b>	Month	5,393.28	5,662.94	5,946.10	6,243.40	6,555.56	6,883.34	7,227.50	32	Probation Officer 3
	Hour	31.1151	32.6708	34.3044	36.0196	37.8205	39.7116	41.6971		
<b>SRPO</b>	Month	6,158.62	6,466.56	6,789.89	7,129.38	7,485.84	7,860.13	8,253.14	39	Sr. Probation Officer
	Hour	35.5305	37.3071	39.1724	41.1311	43.1876	45.3469	47.6143		
<b>ADCPO</b>	Month	6,945.13	7,292.39	7,657.02	8,039.87	8,441.85	8,863.95	9,307.15	45	Asst. Dep. Chief
	Hour	40.0681	42.0715	44.1751	46.3838	48.7030	51.1382	53.6951		

**DEPUTY/DISPATCHER/CO/ADMIN PAYTABLE- 2022**  
**INCREASE PER MOU- 1.05000**

**\*NOTE\*:** Deputies/Dispatchers add additional 2.5% POST incentive (@ Maximum 5%)

**After 5  
years**      **After  
10  
years**      **5%  
POST  
Incentive**

DESCRIPTION		STEP A	STEP B	STEP C	STEP D	STEP E	L1	L2		POSITION
<b>DISP/CO I</b>	Month	3,880.61	4,074.64	4,278.37	4,492.29	4,716.91	4,952.75	5,200.39	5,460.41	Dispatcher/Correctional Officer 1
	Hour	22.3881	23.5075	24.6829	25.9171	27.2129	28.5736	30.0022	31.5023	
<b>DISP/CO II</b>	Month	4,128.04	4,334.45	4,551.17	4,778.73	5,017.66	5,268.55	5,531.97	5,808.57	Dispatcher/Correctional Officer 2
	Hour	23.8156	25.0064	26.2567	27.5696	28.9481	30.3955	31.92	33.5160	
<b>DISP/CO III</b>	Month	4,458.48	4,681.40	4,915.47	5,161.25	5,419.31	5,690.27	5,974.79	6,273.53	Dispatcher/Correctional Officer 3
	Hour	25.7220	27.0081	28.3585	29.7764	31.2652	32.8285	34.4699	36.1935	
<b>CO SGT</b>	Month	4,851.42	5,093.99	5,348.69	5,616.13	5,896.93	6,191.78	6,501.37	6,826.44	Dispatcher/CO Sergeant
	Hour	27.9890	29.3884	30.8578	32.4007	34.0208	35.7218	37.5079	39.3833	
<b>DEP SHERIFF I</b>	Month	4,643.89	4,876.08	5,119.89	5,375.88	5,644.67	5,926.91	6,223.25	6,534.42	Deputy Sheriff 1
	Hour	26.7917	28.1312	29.5378	31.0147	32.5654	34.1937	35.9034	37.6986	
<b>DEP SHERIFF II</b>	Month	4,917.52	5,163.39	5,421.56	5,692.64	5,977.27	6,276.14	6,589.94	6,919.44	Deputy Sheriff 2
	Hour	28.3703	29.7888	31.2782	32.8422	34.4843	36.2085	38.0189	39.9199	
<b>DEP SHERIFF III</b>	Month	5,314.05	5,579.75	5,858.74	6,151.68	6,459.26	6,782.22	7,121.34	7,477.40	Deputy Sheriff 3
	Hour	30.6580	32.1909	33.8004	35.4904	37.2650	39.1282	41.0846	43.1389	
<b>CHIEF CIVIL DEP</b>	Month	5,470.97	5,744.52	6,031.75	6,333.33	6,650.00	6,982.50	7,331.63	7,698.21	Chief Civil Deputy
	Hour	31.5633	33.1415	34.7985	36.5385	38.3654	40.2837	42.2978	44.4127	
<b>SHERIFF CRPL</b>	Month	5,530.86	5,807.41	6,097.78	6,402.67	6,722.80	7,058.94	7,411.89	7,782.48	Sheriff Corporal
	Hour	31.9088	33.5043	35.1795	36.9385	38.7854	40.7247	42.7609	44.8989	
<b>SHERIFF SGT</b>	Month	5,842.61	6,134.74	6,441.48	6,763.55	7,101.73	7,456.81	7,829.66	8,221.14	Sheriff Sergeant
	Hour	33.7074	35.3927	37.1624	39.0205	40.9715	43.0201	45.1711	47.4296	
<b>SHERIFF LT</b>	Month	6,152.12	6,459.72	6,782.71	7,121.85	7,477.94	7,851.83	8,244.43	8,656.65	Sheriff Lieutenant
	Hour	35.4930	37.2676	39.1310	41.0876	43.1419	45.2990	47.5640	49.9422	
<b>CSO</b>	Month	4,621.69	4,852.78	5,095.41	5,350.18	5,617.69	5,898.58	6,193.51	-	Community Service Officer
	Hour	26.6636	27.9968	29.3966	30.8664	32.4098	34.0303	35.7318		
<b>SGT/DET</b>	Month	5,842.61	6,134.74	6,441.48	6,763.55	7,101.73	7,456.81	7,829.66	8,221.14	Sergeant/Detective
	Hour	33.7074	35.3927	37.1624	39.0205	40.9715	43.0201	45.1711	47.4296	
<b>ASS. TO SHERIFF</b>	Month	5,239.25	5,501.21	5,776.27	6,065.08	6,368.34	6,686.76	7,021.09		Executive Assistant to the Sheriff
	Hour	30.2264	31.7378	33.3246	34.9909	36.7404	38.8774	40.5063		

**DEPUTY/DISPATCHER/CO/ADMIN- 2023  
INCREASE PER MOU- 1.04000**

**\*NOTE\*: Deputies/Dispatchers add additional 2.5% POST incentive (@ maximum 5%)**

**After 5      After      5%  
years      10      POST  
                 years      Incentive**

DESCRIPTION		STEP A	STEP B	STEP C	STEP D	STEP E	L1	L2	5% POST	POSITION
DISP/CO I	Month	4,035.83	4,237.63	4,449.51	4,671.98	4,905.58	5,150.86	5,408.40	5,624.74	Dispatcher/Correctional Officer 1
	Hour	23.2837	24.4478	25.6702	26.9537	28.3014	29.7165	31.2023	32.4504	
DISP/CO II	Month	4,293.16	4,507.82	4,733.21	4,969.87	5,218.36	5,479.28	5,753.25	5,983.38	Dispatcher/Correctional Officer 2
	Hour	24.7682	26.0067	27.3070	28.6723	30.1060	31.6112	33.1918	34.5176	
DISP/CO III	Month	4,636.82	4,868.66	5,112.09	5,367.70	5,636.08	5,917.89	6,213.78	6,462.33	Dispatcher/Correctional Officer 3
	Hour	26.7509	28.0884	29.4928	30.9675	32.5159	34.1417	35.8487	37.284	
CO SGT	Month	5,045.48	5,297.75	5,562.64	5,840.77	6,132.81	6,439.45	6,761.42	7,031.88	Dispatcher/CO Sergeant
	Hour	29.1085	30.5639	32.0921	33.6968	35.3816	37.1507	39.0082	40.5685	
DEP SHERIFF I	Month	4,829.65	5,071.13	5,324.68	5,590.92	5,870.46	6,163.99	6,472.19	6,795.80	Deputy Sheriff 1
	Hour	27.8633	29.2565	30.7193	32.2533	33.8681	35.5615	37.3395	39.2065	
DEP SHERIFF II	Month	5,114.22	5,369.93	5,638.43	5,920.35	6,216.37	6,527.19	6,853.54	7,196.22	Deputy Sheriff 2
	Hour	29.5051	30.9804	32.5294	34.1559	35.8637	37.6568	39.5397	41.5167	
DEP SHERIFF III	Month	5,526.61	5,802.94	6,093.09	6,397.74	6,717.63	7,053.51	7,406.19	7,776.50	Deputy Sheriff 3
	Hour	31.8843	33.4785	35.1524	36.9101	38.7556	40.6933	42.7280	44.8644	
CHIEF CIVIL DEP	Month	5,689.81	5,974.30	6,273.01	6,586.66	6,916.00	7,261.80	7,624.89	8,006.13	Chief Civil Deputy
	Hour	32.8258	34.4671	36.1905	38.0000	39.9000	41.8950	43.9897	46.1892	
SHERIFF CRPL	Month	5,752.09	6,039.70	6,341.68	6,658.77	6,991.71	7,341.29	7,708.36	8,093.77	Sheriff Corporal
	Hour	33.1852	34.8444	36.5866	38.4160	40.3368	42.3536	44.4713	46.6949	
SHERIFF SGT	Month	6,076.31	6,380.13	6,699.14	7,034.09	7,385.80	7,755.09	8,142.84	8,549.98	Sheriff Sergeant
	Hour	35.0557	36.8084	38.6489	40.5813	42.6104	44.7409	46.9779	49.3268	
SHERIFF LT	Month	6,398.20	6,718.12	7,054.02	7,406.72	7,777.06	8,165.91	8,574.21	9,002.92	Sheriff Lieutenant
	Hour	36.9127	38.7584	40.6963	42.7311	44.8676	47.1110	49.4666	51.9399	
CSO	Month	4,806.56	5,046.89	5,299.23	5,564.19	5,842.40	6,134.52	6,441.25	-	Community Service Officer
	Hour	27.7301	29.1166	30.5725	32.1011	33.7062	35.3915	37.1610		
SGT/DET	Month	6,076.31	6,380.13	6,699.14	7,034.09	7,385.80	7,775.09	8,142.84	8,549.98	Sergeant/Detective
	Hour	35.0557	36.8084	38.6489	40.5813	42.6104	44.7409	46.9779	49.3268	
ASS. TO SHERIFF	Month	5,448.82	5,721.26	6,007.32	6,307.69	6,623.07	6,954.23	7,301.94		Executive Assistant to the Sheriff
	Hour	31.4355	33.0073	34.6576	36.3905	38.2100	40.1205	42.1266		

**DEPUTY/DISPATCHER/CO /ADMIN- 2024  
INCREASE PER MOU- 1.04000**

**\*NOTE\*:** Deputies/Dispatchers add additional 2.5% POST incentive (Maximum 5%)

**After 5      After      5%  
years      10      POST  
                 years      Incentive**

DESCRIPTION		STEP A	STEP B	STEP C	STEP D	STEP E	L1	L2	5% POST	POSITION
DISP/CO I	Month	4,197.26	4,407.13	4,627.48	4,858.86	5,101.80	5,356.89	5,624.73	5,849.72	Dispatcher/Correctional Officer 1
	Hour	24.2150	25.4257	26.6970	28.0319	29.4335	30.9051	32.4504	33.7484	
DISP/CO II	Month	4,464.89	4,688.13	4,922.54	5,168.66	5,427.10	5,698.45	5,983.37	6,222.70	Dispatcher/Correctional Officer 2
	Hour	25.7590	27.0469	28.3993	29.8192	31.3102	32.8757	34.5195	35.9008	
DISP/CO III	Month	4,822.29	5,063.41	5,316.58	5,582.41	5,861.53	6,154.60	6,462.33	6,720.82	Dispatcher/Correctional Officer 3
	Hour	27.8209	29.2120	30.6726	32.2062	33.8165	35.5073	37.2827	38.7712	
CO SGT	Month	5,247.30	5,509.66	5,785.15	6,074.40	6,378.12	6,697.03	7,031.88	7,313.15	Dispatcher/CO Sergeant
	Hour	30.2729	31.7865	33.3759	35.0446	36.7969	38.6367	40.5686	42.1913	
DEP SHERIFF I	Month	5,022.84	5,273.98	5,537.68	5,814.56	6,105.29	6,410.55	6,731.08	7,067.63	Deputy Sheriff 1
	Hour	28.9779	30.4268	31.9481	33.5455	35.2228	36.9840	38.8332	40.7748	
DEP SHERIFF II	Month	5,318.79	5,584.73	5,863.96	6,157.16	6,465.02	6,788.27	7,127.69	7,484.07	Deputy Sheriff 2
	Hour	30.6853	32.2196	33.8306	35.5221	37.2982	39.1631	41.1213	43.1773	
DEP SHERIFF III	Month	5,747.67	6,035.06	6,336.81	6,653.65	6,986.33	7,335.65	7,702.43	8,087.56	Deputy Sheriff 3
	Hour	33.1597	34.8176	36.5585	38.3865	40.3058	42.3211	44.4371	46.6590	
CHIEF CIVIL DEP	Month	5,917.40	6,213.27	6,523.94	6,850.13	7,192.64	7,552.27	7,929.89	8,326.38	Chief Civil Deputy
	Hour	34.1389	35.8458	37.6381	39.5200	41.4960	43.5708	45.7493	48.0368	
SHERIFF CRPL	Month	5,982.17	6,281.28	6,595.35	6,925.11	7,271.37	7,634.94	8,016.68	8,417.52	Sheriff Corporal
	Hour	34.5125	36.2382	38.0501	39.9526	41.9502	44.0477	46.2501	48.5626	
SHERIFF SGT	Month	6,319.36	6,635.33	6,967.10	7,315.45	7,681.22	8,065.29	8,468.55	8,891.98	Sheriff Sergeant
	Hour	36.4579	38.2808	40.1948	42.2045	44.3148	46.5305	48.8570	51.2999	
SHERIFF LT	Month	6,654.13	6,986.83	7,336.18	7,702.98	8,088.13	8,492.54	8,917.17	9,363.03	Sheriff Lieutenant
	Hour	38.3892	40.3087	42.3241	44.4403	46.6623	48.9954	51.4452	54.0175	
CSO	Month	4,998.82	5,248.76	5,511.20	5,786.76	6,076.10	6,379.90	6,698.90	-	Community Service Officer
	Hour	28.8394	30.2813	31.7954	33.3852	35.0544	36.8071	38.6475		
SGT/DET	Month	6,319.36	6,635.33	6,967.10	7,315.45	7,681.22	8,065.29	8,468.55	8,891.98	Sergeant/Detective
	Hour	36.4579	38.2808	40.1948	42.2045	44.3148	46.5305	48.8570	51.2999	
ASS. TO SHERIFF	Month	5,666.77	5,950.11	6,247.62	6,560.00	6,888.00	7,232.40	7,594.02		Executive Assistant to the Sheriff
	Hour	32.6929	34.3276	36.0439	37.8461	39.7384	41.7254	43.8116		

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>REGULAR</span> <span>CONSENT</span> <span>TIMED</span> </div> <hr/> <b>SUPPORTIVE DOCUMENT ATTACHED:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>RESOLUTION</span> <span>MEMO</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>AGREEMENT</span> <span>OTHER _____</span> </div>
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b>  <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b>  <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> <b>IS A BUDGET TRANSFER REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div>
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>APPROVED</span> <span>APPROVED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>ADOPTED</span> <span>ADOPTED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>DENIED</span> <span>OTHER</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>NO ACTION TAKEN</span> </div>	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> _____ <b>BY CONSENSUS</b>  AYES:  ABSTAIN:  NOES:  ABSENT:	RESOLUTION 2023- _____ AGREEMENT 2023- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**IN THE MATTER OF  
AWARD OF CONTRACT TO  
LOWEST QUALIFIED BIDDER FOR THE  
HSIP GUARDRAIL REPLACEMENT  
IN VARIOUS SIERRA COUNTY LOCATIONS**

**RESOLUTION NO. 2023-\_\_\_\_\_**

**WHEREAS**, the County of Sierra has heretofore called for sealed bids for the project referred to as the HSIP Guardrail Replacement in Various Sierra County Locations, Federal Project No. HSIPSL 5913(078); and

**WHEREAS**, in response to the formal call for bids, three were received; and

**WHEREAS**, the contract shall be awarded to the lowest qualified responsible bidder; and

**WHEREAS**, bid opening was held at 3:01 p.m. on Monday, January 23, 2023; and

**WHEREAS**, after analysis of the bids it has been determined the Dirt and Aggregate Interchange, Inc. has submitted the lowest qualified bid.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the award of contract to Dirt and Aggregate Interchange, Inc. is hereby approved.

**BE IT FURTHER RESOLVED THAT** the Director of Transportation is hereby granted authority to administratively approve construction change orders on the referenced contract as necessary, and within the confines of the funding, cumulative total of which is not to exceed 10% of the construction contract.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 7th day of March 2023 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

COUNTY OF SIERRA

\_\_\_\_\_  
SHARON DRYDEN, CHAIR  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
CLERK OF THE BOARD

\_\_\_\_\_  
DAVID PRENTICE  
COUNTY COUNSEL



HSIP GUARDRAIL REPLACEMENT  
IN SIERRA COUNTY AT VARIOUS LOCATIONS  
FEDERAL PROJECT NO. HSIPSL 5913(078)  
IN SIERRA COUNTY



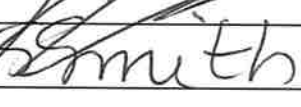
**BID OPENING January 23, 2023 at 3:01 PM**

1	Nevada Barricade + Sign Co. Inc.	\$ 488,980.00
2	Dirt + Aggregate Interchange, Inc.	\$ 350,805.40
3	Midstate Barrier, Inc.	\$ 552,150.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

Opened

Witnessed:

Recorded:

**COUNTY OF  
SIERRA PUBLIC  
WORKS CONTRACT  
SHORT FORM**

**PARTIES**

THIS CONTRACT made this 7 day of March, 2023 by and between the COUNTY OF SIERRA, a political subdivision of the State of California, hereinafter referred to as “**County**” and Dirt and Aggregate Interchange, Inc., hereinafter referred to as “**Contractor**”.

This Contract is for the following project:

**HSIP GUARDRAIL REPLACEMENT  
IN SIERRA COUNTY AT VARIOUS LOCATIONS**

**FEDERAL PROJECT NO. HSIPSL 5913(078)**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

**TERMS & CONDITIONS**

**1. SCOPE OF WORK:**

The work to be performed includes but is not limited to provision of all equipment, materials, and labor necessary to perform and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents as defined in Section 5 hereof, the work of:

Provision of all equipment, materials and labor necessary for the complete construction of an office addition and interior remodeling of an existing facility in accordance with the approved plans and specifications.

**2. CONTRACT TIME:**

**2.1 COMMENCEMENT AND COMPLETION**

The Work shall be commenced on the date specified in the County's “Notice of Award to Contractor” and shall be fully completed no later than **SIXTY DAYS (60)** calendar days thereafter, or such additional time as may have been provided by Change Order, pursuant to the Contract Documents.

**2.2 TIME IS OF THE ESSENCE**

Time is of the essence. If the work is not completed in the time specified,

including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with the liquidated damages provision herein. A determination of whether delays were avoidable or not shall be made by County.

### **3. CONTRACT PRICE:**

County shall pay Contractor for the full and complete performance of this Contract the sum of **Three Hundred Fifty Thousand, Eight Hundred Five Dollars and Forty Cents (\$350,805.40)**.

The Contract Price may be adjusted only as provided in the Contract Documents and only upon the express written approval of the County Board of Supervisors or the County Director of Transportation and in the event of any such adjustment, the Contractor agrees that the maximum adjustment to be attributable to his overhead and profit shall not exceed fifteen percent (15%) of the actual costs to Contractor for any additional work encompassed by any such adjustment, in accordance with the General Conditions.

### **4. PAYMENTS:**

#### **4.1 PROGRESS PAYMENTS**

Where the work is anticipated to require more than forty-five (45) days to complete, Contractor may apply for progress payments on a monthly basis. Monthly progress payments shall be made in accordance with the General Conditions of these Contract Documents, subject to a five percent (5%) withhold as specified therein Contractor shall submit a signed application for payment covering the work completed to that date and accompanied by supporting documentation to County's satisfaction. Progress payments will be in an amount equal to ninety-five percent (95%) of the work completed.

#### **4.2 FINAL PAYMENT**

Payment in full for the completed project will not be due until at least thirty (30) days after filing of the Notice of Completion with the County Clerk. Acceptance of final payment will be deemed a waiver of all claims except those which were timely made pursuant to the claims provisions of this Contract. Final payment shall be made in accordance with the General Conditions of these Contract Documents.

#### **4.3 INVOICE CONTENT**

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable

expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

#### **4.4 ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of any and all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and/or neglect of the County or others relating to or arising from the Work to the full extent authorized by Public Contracts Code Section 7100. No payment, however, final or otherwise, shall operate to release the Contractor of his sureties from any obligations under this Contract or the Performance and Payment Bonds required by this Contract, or the guarantees and warranties required by the Contract Documents, or the bond securing the same.

#### **5. CONTRACT DOCUMENTS:**

The Contract Documents comprise the entire Agreement between the parties and may be amended only by writing signed by both parties or by written change order. The Contract Documents shall include this Contract, plans and specifications, bidding documents, addenda thereto, all proposals submitted by Contractor, the general conditions attached hereto and special, and/or supplementary conditions issued by the County. In the case of ambiguity or conflict, the documents shall be given the following priority:

- This Agreement
- Contract Drawings
- Technical Specifications
- Duly issued Addenda
- General and/or Special Conditions
- Supplementary conditions, if any
- Duly issued Clarifications and Field Orders
- Duly issued Work Authorizations
- Duly issued Change Orders
- Supplemental Drawings issued pursuant to Article 4 of the General Conditions
- Initial Submittals approved pursuant to Article 3 and all other submittals approved pursuant to the General Conditions.
- Contractor's Bid Proposal
- Contractor's Guarantee and Bond
- Designation of Subcontractors
- Performance Bond
- Payment Bond

Such documents, collectively referred to as the “Contract Documents” are hereby incorporated herein by this reference and made a part hereof.

**6. PERFORMANCE AND LABOR & MATERIAL BONDS:**

Pursuant to the provisions of the California Civil Code Section 9550, for projects in excess of twenty-five thousand dollars (\$25,000), the Contractor shall, prior to the performance of any work covered by this Contract, provide to County in such form as may be acceptable to County, a “performance bond” guaranteeing the faithful and timely performance of the work to be performed under this Contract and guaranteeing the work for a period of one full year from the date of the completion of the work (which shall be evidenced by the filing of a notice of completion by County) and a separate “labor and material bond” guaranteeing payment to any laborer, subcontractor and/or material supplier for the work under this Contract. The amount of each of these bonds shall be in accordance with the General Conditions to the Contract.

**7. REPRESENTATIONS BY CONTRACTOR:**

The Contractor hereby represents that before bidding, he carefully examined the Drawings and Project Manual, visited the Site of the Work and fully informed himself as to all existing conditions at the Site and limitations of information provided by the County regarding the Site.

The Contractor further represents that he has satisfied himself as to the nature and location of the Work, the general and local conditions, conditions of the Site, availability of labor, materials on the Site, the kind of equipment needed, the requirements of various trades or crafts needed to perform the Work and all other matters which in any way affect the Work or cost. The Contractor agrees that his failure to acquaint himself with all available information concerning conditions shall not relieve him from his bid or his responsibility for estimating properly the difficulties or cost of the Work, or the requirements for any trade, craft or portion of the Work.

The Contractor further represents that the Contract Price shall include everything necessary for the completion of Work and of fulfillment of this Agreement for Construction within the time specified hereby, including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, and services. The Contract Price includes allowance for all Federal, State and local taxes and payment of the prevailing wages required by applicable law and/or the General Conditions.

**8. AMENDMENT:**

This Contract may only be amended by a written amendment which shall require the formal approval of the Board of Supervisors. No County officer, agent or representative shall have the authority to amend this Contract.

**9. DELAY:**

The Contractor specifically acknowledges and agrees that a time extension is his sole remedy for delays caused by the County and agrees to make no claim for additional damages for such delay. Contractor shall be entitled to a price adjustment with such time extension Change Order, but such price adjustment shall be limited to his direct additional costs to perform the Contract, subject to the General Conditions, and subject to verification by the County.

Processing of Submittals, Clarifications and other information by the County within the time specified in the Contract Documents shall in no event constitute a County-caused delay.

**10. NOTICES:**

Any notice, demand, request, consent, approval or communication that any party desires or is required to give any other party shall be in writing and either served personally or sent by pre-paid first-class mail. Any such writing shall be addressed as follows:

**COUNTY**

Tim H. Beals, Director  
Department of Transportation  
P. O. Box 98  
Downieville, CA 95936

**PROJECT MANAGER**

Bryan Davey, Deputy Director  
Department of Transportation  
P.O. Box 98  
Downieville, CA 95936

**PROJECT CONTRACTOR**

Dirt and Aggregate Interchange, Inc.  
20905 NE Sandy Blvd.  
Fairview, OR 97024

## 11. LIQUIDATED DAMAGES:

If the Work is not completed by Contractor in the time specified in Section 2 of the Agreement for Construction, or within any period of extension authorized pursuant to a duly issued Change Order, Contractor acknowledges and admits that the County will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the County that the Contractor shall pay to the County as fixed and liquidated damages, and not as a penalty, a sum equal to one-half of one percent of the Contract Price, or the sum of **One Thousand, Seven Hundred Fifty Four Dollars (\$1,754.00)**, whichever is greater, for each calendar day of delay until the Work is completed and accepted, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that the County may deduct said sums from any monies due or that may become due to Contractor, prior to determining the final amount due to Contractor.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found by the Board of Supervisors to be unavoidable pursuant to the General Conditions, or time extensions granted in writing by the Board of Supervisors.

**IN WITNESS WHEREOF**, the parties hereto executed this Agreement the day and year first above written.

\_\_\_\_\_  
SHARON DRYDEN, Chair  
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

\_\_\_\_\_  
DAVID PRENTICE  
County Counsel

CONTRACTOR

By \_\_\_\_\_  
President

License Number 507828

(CORPORATE SEAL)

\_\_\_\_\_

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that \_\_\_\_\_, who signed said Contract on behalf of said Corporation is authorized to fully bind the corporation to this Agreement; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Secretary)

(CORPORATE SEAL)



## **PART 3 - GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

### **1. CHANGES IN THE WORK:**

County may order additions, deletions or revisions in the work which shall be authorized by written change order. Circumstances may occur where Contractor may need to apply for a change in the Contract. Such changes must be applied for in writing in advance by Contractor and approved prior to doing of the additional work. Changes in Contract Price due to change orders shall be established either by (1) unit prices (where bidding was done by unit price), (2) based on the actual cost of the work (including but not limited to all labor and materials) plus an amount not to exceed 15 percent (15%) for overhead and profit together, or (3) by mutual acceptance of a lump sum.

### **2. BONDS:**

A. For projects involving more than \$25,000 the Contractor shall furnish two bonds each in the amount of 100 percent (100%) of the Contract Price, one as security for the faithful performance of the work, and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor for the project. The labor and materials bonds shall remain in effect until the recording of a Notice of Completion. The performance bond shall remain in effect until the running of the warranty period. The bonds shall be issued by a corporation duly licensed to transact surety business in California. The bonds must be executed by a duly licensed surety company and accompanied by a certified copy of the authority to act and shall be on the form provided by County.

B. In the event of a default by Contractor, County shall notify Contractor of the specifics of the default and shall extend a reasonable time to Contractor to cure same or to pay such damages as County may reasonably assess under the terms of the Public Works Contract. County shall not release the bonds or security until Contractor has fully performed under the Contract. If Contractor fails to promptly cure any breach or to pay such damages as may have been reasonably assessed after notification of the breach and/or of the assessment of damages, County shall proceed to sell the securities and/or make demand on the bonds.

C. County reserves the right to accept or to reject the tender of any bond or security as being sufficient to protect the interest of the County.

### **3. CONTRACTOR LIABILITY AND INSURANCE:**

Contractor shall be liable for all damages and injury which shall be caused to County or any other property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract. Contractor shall purchase and maintain such commercial general liability and other insurance as is appropriate and/or as may be required in the special conditions, for the work being performed and furnished and which will provide complete protection to County. Said policies shall be payable on a "per occurrence"

basis unless County specifically consents to a “claims made” basis. At a minimum Contractor shall provide and maintain a policy of commercial general liability insurance in a combined single limit of two million dollars (\$2,000,000.00) and Worker's Compensation Insurance.

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

County shall be a named insured and a certificate of insurance and endorsements shall be provided by Contractor prior to commencement of work. Contractor shall also purchase and maintain property insurance upon the work or equipment and supplies stored at the site, if any, to the full insurable value thereof. All policies of insurance shall contain a provision that the coverage will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to County. If a loss occurs, the above insurance shall be primary.

#### **4. RISK OF LOSS:**

Liability for loss or damage to equipment, materials, work completed or services occurring on or off the site shall be the responsibility of Contractor. Liability for completed work shall not be assumed by County until both the work has been completed and County has accepted the work as complete.

#### **5. MATERIALS AND EQUIPMENT:**

All material and equipment shall be of good quality and new unless the Contract provides otherwise. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or a particular supplier, it is intended to establish the type, function and quality required. Any substitutions must be expressly consented to by County in advance of installation or use.

Where applicable, Contractor shall deliver all manufacturer's operating and maintenance instructions to County prior to receipt of final payment.

#### **6. WARRANTY AND CORRECTION PERIOD:**

If within one year after the date of completion and County's acceptance of the work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the Contract Documents any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instruction, either correct such defective work, or, if it has been rejected by County, remove it from the site and replace it with non-defective work. If Contractor is unable to correct any defective work, County may promptly and properly at its option have the work corrected by such other means as County deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work. Said warranty shall apply to all work

found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for lack of proper performance under the Contract. The warranty obligation shall not limit the County's right to otherwise seek damages in the event of any failure by Contractor to properly perform under this Agreement.

**7. PERMITS AND TAXES:**

Unless otherwise provided in the special Contract provisions, Contractor shall obtain and pay for all construction permits, licenses or other permits necessary to complete the work and shall be liable for all governmental charges, inspection fees, utility connection charges, sales, consumer, use and other taxes.

**8. INDEMNIFICATION:**

Contractor shall fully indemnify, hold harmless and defend County and its consultants, agents, officers and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the negligent performance of the work herein or willful misconduct by Contractor.

**9. SUSPENSION OF WORK:**

County may, at any time and without cause, suspend the work or any portion thereof for a reasonable period of time by notice in writing to Contractor.

**10. TERMINATION:**

Except as limited by law or regulation, County may terminate this Contract upon the occurrence of any one or more of the following events.

A. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

B. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

C. If Contractor makes a general assignment of its obligations and/or compensation under this Agreement;

D. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's

creditors;

E. If Contractor admits in writing an inability to pay its debts generally as they become due;

F. If Contractor persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the time schedule);

G. If Contractor disregards ordinances, laws or regulations of any public body having jurisdiction;

H. If Contractor disregards the authority of County's supervisory staff, and, in particular, the Contract Administrator;

I. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

County may, after giving Contractor seven days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the work, incorporate in the work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the work as County may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to County. When exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by County will not release Contractor from liability.

Upon seven days' written notice to Contractor, County may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case, Contractor shall be paid for all work executed and any actual expense sustained.

## **11. SUPERVISION AND CLAIMS DETERMINATIONS:**

### **11.1 CONTRACT ADMINISTRATOR**

County may appoint staff or hire professional services for supervision and administration, at its election. Said person is hereinafter referred to as "Contract Administrator". Upon the appointment of any such Contract Administrator the County shall promptly notify Contractor of such action. The Contract Administrator is delegated authority to determine the amount, quality, acceptability and fitness of the work,

materials and equipment to be paid for under this Contract, to decide for County all questions relative to Contract interpretation, to reject or condemn all work or material which does not conform to the terms of this Contract and to review and make a final determination on all claims submitted to County. In the absence of an appointment of a Contract Administrator, the County Director of Public Works shall perform these functions.

## **11.2 WRITTEN CLARIFICATION**

If there is an ambiguity in the Contract Documents, Contractor shall request an interpretation from the Contract Administrator. Contractor Administrator shall issue a written clarification or interpretation. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the contract time and the parties are unable to agree on the amount or extent thereof, Contractor may make a claim therefore.

## **11.3 CHANGE ORDER**

The Contract Administrator may authorize or require variations in the work from the requirements of the Contract Documents so long as it is in writing. Contractor shall perform the work involved promptly. If Contractor believes that such a change order justifies an increase in the Contract Price or an extension of the Contract time and the County and Contractor are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore.

## **11.4 UNIT PRICING**

If the Contract was based on unit pricing, the Contract Administrator will determine the actual quantities and classifications of unit price work. The Contract Administrator's written decisions thereon will be final and binding upon Contractor unless Contractor delivers to Contract Administrator written notice that Contractor disputes said decision and the reasons therefore as required below.

## **11.5 CLAIM PROCEDURE**

For purposes of this paragraph, "claim" shall be defined as set forth in Public Contracts Code Section 20104(b)(2). Claims shall be presented in writing and include the documents necessary to substantiate the claim. Claims must be filed with the Contract Administrator no later than thirty (30) days after the occurrence of the event giving rise thereto or denial of the change order, whichever occurs last. The form of said claims shall be the same as is required by Government Code Sections 910 and 910.2.

## **11.6 CLAIMS UNDER \$50,000**

If the claim is under \$50,000, County shall respond in writing to Contractor within forty-five (45) days of receipt of Contractor's claim or may request, in writing,

within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of the County and the Contractor. The County's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

#### **11.7 CLAIMS OVER \$50,000**

For claims over \$50,000 and less than or equal to \$375,000, County shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contracts Code Section 20104.2, upon mutual agreement of County and Contractor. The County's written response to the claim, as further documented, shall be submitted to Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

#### **11.8 MEET AND CONFER**

If Contractor disputes County's written response, or County fails to respond within the time prescribed above, Contractor may so notify County, in writing, either within 15 days of receipt of County's response or within fifteen (15) days of County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer with such County representatives as the Board of Supervisors directs for settlement of the issues in dispute. Upon such demand, County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

#### **11.9 APPEAL TO BOARD OF SUPERVISORS**

If following the meet and confer conference the claim or any portion remains in dispute, if Contractor desires to pursue Contractor's claim/demand for further compensation, Contractor shall be required to file a claim with the Board of Supervisors pursuant to procedures set out in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. All claims filed with the Board of Supervisors pursuant to the Government Code shall be filed within ninety (90) days of the denial of the original claim by the County representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Contractor intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by

County must be commenced not later than six months after the recording of the notice of completion or not later than six months after the date final payment is deposited in the mail or personally delivered, whichever date comes first.

#### **11.10 DOCUMENTATION**

For every claim that Contractor makes, it shall provide the following documentation upon request of County as a condition precedent to consideration of the claim: Contractor's bidding calculations forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Contractor in arriving at its bid price, and any other documents or records kept by Contractor during the course of construction. In the event that claims are made, Contractor agrees that County shall have the right to conduct a complete audit of the books and records of Contractor relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project.

#### **11.11 CONTRACT ADMINISTRATOR NOT RESPONSIBLE**

Notwithstanding the above, Contract Administrator shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents. Contract Administrator shall also not be responsible for the acts or omissions of Contractor or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work.

### **12. PAYMENTS:**

#### **12.1 SCHEDULE OF VALUES**

The schedule of values established for the work will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to County. Progress payments on account of unit price work will be based on the number of units completed.

#### **12.2 PROGRESS PAYMENT**

Once each month County shall cause an estimate to be made covering the work completed as of the date of the estimate. No materials shall be paid for until incorporated into the work. The amount of retention with respect to progress payments will be five percent (5%).

#### **12.3 AMOUNTS OF PROGRESS PAYMENTS**

Prior to completion, progress payments will be in an amount equal to:



**12.3.1 NINETY-FIVE PERCENT (95%) OF COMPLETED WORK.**

Ninety-Five percent (95%) of the work completed, and

**12.3.2 NINETY-FIVE PERCENT (95%) OF STORED MATERIALS.**

Where applicable pursuant to the above, ninety-five percent (95%) of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

**12.3.3 CONTRACT BALANCE.** Thirty (30) days after recordation of a notice of completion by the County, County will pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Contract Price, less such amounts as County shall determine in accordance with this Contract. County reserves the right to retain such funds as it shall determine in accordance with the Contract Documents to complete the work.

**12.3.4 ESCROWED SECURITY ALTERNATION.** The Contractor may elect to receive one hundred percent (100%) of payments due under this Contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with County in accordance with the provisions of Section 4590 of the *California Government Code*. Securities eligible for investment shall include those listed in Section 16430 of the *California Government Code*, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by County whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon. Said deposited funds shall be covered by an escrow agreement in a form approved by the County.

**12.4 CONTRACTOR'S WARRANTY OF TITLE**

Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to County no later than the time of payment free and clear of all liens.

**12.5 PAYMENT OF PROGRESS PAYMENT**

County will submit each progress pay estimate to Contractor. Upon receipt back from Contractor of a signed copy of the pay estimate, County shall process the pay estimate for payment. The amount approved by County will become due thirty (30) days after receipt of the signed progress pay estimate. Said payment shall be made by County to Contractor unless County has knowledge of claims or liens filed in connection with the work.

**12.6 COUNTY'S RECOMMENDATION OF PAYMENT**

By recommending any payment, Contractor cannot conclude that County

represents that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the work in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by County or County to withhold payment to Contractor.

## **12.7 COUNTY MAY REFUSE TO MAKE PAYMENT**

County may refuse to make payment of the full amount or any part if, in County's opinion, it would be incorrect to make such payment. County may also refuse to make any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in County's opinion to protect County from loss because:

**12.7.1 DEFECTIVE WORK.** The work is defective, or completed work has been damaged requiring correction or replacement.

**12.7.2 REDUCTION IN PRICE.** The Contract Price has been reduced by written amendment or change order.

**12.7.3 REQUIRED CORRECTIONS.** Contractor has been required to correct defective work or complete work.

**12.7.4 SUSPENSION OR TERMINATION.** Of County's actual knowledge of the occurrence of any of the events enumerated in paragraphs relating to suspension of work and termination.

**12.7.5 LIENS OR CLAIMS.** County may refuse to make payment of the full amount because claims have been made against County on account of Contractor's performance or furnishing of the work or liens have been filed in connection with the work or there are other items entitling County to a set-off against the amount recommended, but County must give Contractor immediate written notice stating the reasons for such action.

## **12.8 COMPLETION AND FINAL INSPECTION**

When Contractor considers the entire work ready for its intended use, Contractor shall notify County in writing that the entire work is completed. Within a reasonable time thereafter, County and Contractor shall make an inspection of the work to determine the status of completion. If County does not consider the work complete, County will notify Contractor in writing giving the reasons therefor. If County considers the work incomplete, County will prepare and deliver a list of items to be completed or corrected before final payment. Contractor shall immediately take such measures as are necessary to complete or correct the listed items.

## **12.9 ACCEPTANCE AND FINAL APPLICATION FOR PAYMENT**

After Contractor has completed all such measures to remedy deficiencies to the satisfaction of County and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents, property owner's releases and other documents, all as required by the Contract Documents, and after County has indicated that the work is acceptable, Contractor may make application for final payment. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to County) of all liens and stop notices arising out of or filed in connection with the work. In lieu thereof and as approved by County, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which County or County's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to County to indemnify County against any lien.

#### **12.10 FINAL PAYMENT**

If, on the basis of County's review of the final application for payment and accompanying documentation, all as required by the Contract Documents, County is satisfied that Contractor's obligations under the Contract Documents have been fulfilled, County will, within ten days after receipt of the final application for payment, process the application for payment. Otherwise, County will return the application to Contractor, indicating in writing the reasons for refusing to make final payment, in which case Contractor shall make the necessary corrections and resubmit the application. Thirty (30) days after presentation to County of the application and accompanying documentation, in appropriate form and substance, or thirty (30) days after recording of a Notice of Completion, whichever date is later, the amount will become due and will be paid by County to Contractor.

#### **12.11 CONTRACTOR'S CONTINUING OBLIGATION**

Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither the issuance of a certificate of substantial completion, nor any payment by County to Contractor under the Contract Documents, nor any use or occupancy of the work or any part thereof by County, nor any act of acceptance by County nor any failure to do so, nor any review and approval of a shop drawing or sample submission, nor the issuance of a notice of acceptability, nor any correction of defective work by County will constitute an acceptance of work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents.

### **13. ARBITRATION:**

For claims under \$375,000, County shall have the option of electing arbitration pursuant to Public Contracts Code Sections 10240, et seq. If County does not so elect, the provisions of Public Contracts Code Section 20104 shall apply. For claims which are above \$375,000, the arbitration provisions of this Contract are voluntary. Neither County nor Contractor shall be required to enter into arbitration for amounts above \$375,000. Written consent of both parties to arbitrate such claims shall be a prerequisite to such arbitration. If the parties agree to arbitrate claims above \$375,000, the provisions of Public Contracts Code Sections 10240, et seq. shall be utilized.

**14. WORKER'S COMPENSATION CERTIFICATION:**

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

**15. PREVAILING WAGE RATES:**

In accordance with the provisions of Section 1770 and 1773 of the Labor Code, the County of Sierra has determined the general prevailing rate of wages applicable to the work to be done. These rates are on file in the Department of Transportation. The Contractor shall post a copy of the wage rates on the job site. Pursuant to California Labor Code Section 1775, Contractor shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft and said amounts shall be distributed pursuant to the requirements of said Section 1775. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

In accordance with the provisions of Section 1813 of the California Labor Code, Contractor will be subject to the forfeiture of twenty-five dollars (\$25) per worker employed in the execution of the Contract by the Contractor or subcontractor for each day said worker is required or permitted to work in excess of eight hours in any one calendar day and/or forty hours in any calendar week, except as provided in Section 1815 of the California Labor Code.

**16. EMPLOYMENT OF APPRENTICE LABOR:**

Reference is hereby made to Section 1777.5 of the Labor Code of the State of California, which regulations shall govern the employment of apprentices on the work. Compliance with said Section shall be the responsibility of the Contractor.

**17. COLLECTIVE BARGAINING AGREEMENTS:**

Pursuant to California Labor Code Section 1773.8, Contractor shall pay travel and subsistence payments to any workers covered by applicable collective bargaining agreements

which provide for such payments.

**18. PAYROLL RECORDS:**

Contractor shall be responsible for keeping accurate payroll records as required by California Labor Code Section 1776. Contractor is aware that a penalty of twenty-five dollars (\$25.00) per day or portion thereof for each worker may be assessed for noncompliance with said section. Contractor shall forward to County a certified copy of each payroll record within ten days after close of each payroll period. An additional 10% retention may be withheld from any payment due for failure to provide same.

No Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No Contractor or subcontractor may be awarded a Contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**19. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION:**

During the performance of this Contract, the Contractor agrees to abide by all provisions of Section 1735 of the California Labor Code, as amended, regarding nondiscrimination practices.

**20. ASSIGNMENT:**

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**21. CONFLICT OF INTEREST RESTRICTIONS:**

No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply Contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee,

architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County who is in any legislative, executive, supervisor, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply Contract, subcontract, insurance Contract, or any other Contract pertaining to the project.

**22. WAIVER OF RIGHTS:**

No action or lack of action on the part of County at any time to exercise any right or remedy conferred upon it under this Contract shall be deemed to be a waiver on the part of the County of any of County's other rights or remedies.

**23. SUCCESSORS IN INTEREST:**

County and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**24. SEVERABILITY:**

If any provision to this Contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provisions, and the remainder of this Contract shall not be affected by such declaration or finding and each provision not so affected shall be enforced to the fullest extent permitted by law.

**25. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and cancelled checks, receipts and invoices for all items. These documents and records shall be retained for at least five (5) years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

**26. NOTICE:**

Notices shall be given to County at the following location:

If to "COUNTY":

Board of Supervisors  
County of Sierra  
P. O. Drawer D  
Downieville, CA 95936

With a copy to:

Director of Public Works  
P.O. Box 98  
Downieville, CA 95936

If to "CONTRACTOR":

Dirt and Aggregate Interchange, Inc.  
20905 NE Sandy Blvd.  
Fairview, OR 97024

**27. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Sierra County, California.

**SIERRA COUNTY BOARD OF SUPERVISORS'**  
**AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>REGULAR</span> <span>CONSENT</span> <span>TIMED</span> </div> <hr/> <b>SUPPORTIVE DOCUMENT ATTACHED:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>RESOLUTION</span> <span>MEMO</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>AGREEMENT</span> <span>OTHER _____</span> </div>
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b>  <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b>  <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> <b>IS A BUDGET TRANSFER REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div>
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>APPROVED</span> <span>APPROVED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>ADOPTED</span> <span>ADOPTED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>DENIED</span> <span>OTHER</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>NO ACTION TAKEN</span> </div>	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> _____ <b>BY CONSENSUS</b>  AYES:  ABSTAIN:  NOES:  ABSENT:	RESOLUTION 2023- _____ AGREEMENT 2023- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE



**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**RESOLUTION AMENDING RESOLUTION 2007-039 STANDARD FORM OF BY-LAWS FOR SIERRA COUNTY COMMISSIONS AND COMMITTEES**

**Resolution 2023-**

**BE IT RESOLVED** that the Sierra County Board of Supervisors does hereby approve the amendment to Resolution 2007-039, Standard Form of By-Laws for Sierra County Commissions and Committees, attached hereto.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

AYES: Supervisors  
NOES: None  
ABSTAIN: None  
ABSENT: None

COUNTY OF SIERRA

\_\_\_\_\_  
SHARON DRYDEN, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
CLERK TO THE BOARD

\_\_\_\_\_  
DAVID PRENTICE  
COUNTY COUNSEL

SIERRA COUNTY STANDARD FORM BY-LAWS  
(For County Commissions and Committees)

ARTICLE 1. PURPOSES AND LIMITATIONS.

1.01 General Purposes.

Commissions and Committees (other than ad hoc committees) shall be established by the Sierra County Board of Supervisors by the adoption of a resolution or ordinance by the Board. The purpose and function of the Commission or Committee shall be as stated in the resolution of formation and the powers and functions of each Commission and Committee shall be limited to those powers and purposes as set out within the resolution or ordinance of formation. Unless otherwise expressly set out in the resolution or ordinance of formation, each Commission and Committee shall be deemed to serve as an advisory body to the Board of Supervisors and shall have no power or authority to act on behalf of the Board of Supervisors or the County without the express written instructions from the full Board of Supervisors.

ARTICLE 2. MEMBERS.

2.01 Members.

The total membership of each Commission and Committee shall be set out in the resolution or ordinance of formation. Members shall be appointed by the Board of Supervisors by a majority vote of the Board. Where terms for members are stated, the member shall serve past the stated expiration of his or her term and until a replacement is named or the member is otherwise removed by the Board of Supervisors.

*Members of the same Commission or Committee shall not be related to each other within the first or second degree, whether by blood or marriage.*

Notwithstanding the foregoing, members shall serve at the will and pleasure of the Board and may be removed at any time by majority vote of the Board of Supervisors.

2.02 Vacancies

*Whenever an unscheduled vacancy occurs on any Commission or Committee, a public notice announcing the vacancy shall be posted in accordance with Government Code Section 54974. The public notice shall be posted for a minimum of 15 working days prior to appointment by the Board of Supervisors.*

*The public notice must include a date and certain time after which applications will no longer be accepted. This deadline will be strictly enforced.*

*Applications signed electronically in accordance with the County's Electronic Signature Policy will be accepted in lieu of an original signature.*

2.03 Chairperson

Annually, at the first regular or special meeting held each calendar year, each Commission and Committee shall elect a chairperson who shall preside over the meetings. Commissions and Committees

may also elect a Vice-Chairperson who shall preside over meetings in the absence of the Chairperson.

## ARTICLE 3. MEETINGS.

### 3.01 Meeting Schedule

Each Commission shall adopt a schedule for regular meetings, stating the time and location of such meetings. Committees may adopt a schedule for regular meeting or may conduct business by way of special meetings. All meetings shall be conducted in compliance with the provisions of the Brown Act (Government Code Sections 54950 et. seq.). All matters to be discussed at any meeting shall be shown on an agenda and agendas shall be published and posted no less than 72 hours in advance of any regular meeting and no less than 24 hours in advance of any special meeting.

### 3.02 Quorum

A majority of the members shall be required to attend a meeting in order to conduct any meeting.

### 3.03 Voting

A majority of the members shall be required to vote in the affirmative in order to approve any item of business. All business shall require a motion for approval. Motions shall require a motion and a second before any vote is taken on any matter. A motion that does not receive a second shall fail without further discussion.

### 3.04 Public Comment

All meetings shall include an agenda item to allow comment by members of the public on matters within the subject jurisdiction of the Commission or Committee which items are not otherwise on the agenda. Public comment shall be heard following the convening of the meeting. Commissions and Committees shall have the right to limit the total amount of time for public comment at any meeting to not less than 10 minutes. In addition to the opening of public comment, members of the public shall have a right to address Commissions and Committees on matters appearing on their agenda as part of the Commissions or Committees consideration of the agenda item. Commissions and Committees shall have the right to limit the amount of time for any member of the public to provide input on any agenda items to not less than five minutes.

### 3.05 Adjournment

Any meeting of a Commission or Committee may be adjourned to another time and place by the vote of a majority of the members present.

### 3.06 Commission Minutes

Commissions and Committees shall designate one of its members as the person responsible for preparation of minutes of Commission or Committee meetings. Minutes shall, at a minimum, reflect any action taken on items appearing on the agendas for all meetings. Minutes shall be prepared promptly following each meeting and shall be sent to the Sierra County Board of Supervisors, as soon as they are prepared. Any amendments or modifications to minutes as directed by the Commission or Committee shall be transmitted to the Board of Supervisors promptly after any such amendment or modification is made.

**State of California**

**GOVERNMENT CODE**

**Section 54974**

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54974. (a) Whenever an unscheduled vacancy occurs in any board, commission, or committee for which the legislative body has the appointing power, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the clerk of the local agency, on either the local agency's Internet Web site or at the library designated pursuant to Section 54973, and in other places as directed by the legislative body, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment to the board, commission, or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk's office.

(b) Notwithstanding subdivision (a), the legislative body may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

(Amended by Stats. 2017, Ch. 387, Sec. 14. (SB 205) Effective January 1, 2018.)

**State of California**

**GOVERNMENT CODE**

**Section 54972**

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54972. On or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List. The list shall contain the following information:

(a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.

(b) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

(Amended by Stats. 1991, Ch. 669, Sec. 6.)

**SIERRA COUNTY BOARD OF SUPERVISORS'**  
**AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>REGULAR</span> <span>CONSENT</span> <span>TIMED</span> </div> <hr/> <b>SUPPORTIVE DOCUMENT ATTACHED:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>RESOLUTION</span> <span>MEMO</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>AGREEMENT</span> <span>OTHER _____</span> </div>
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b> <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b> <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> <b>IS A BUDGET TRANSFER REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div>
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>APPROVED</span> <span>APPROVED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>ADOPTED</span> <span>ADOPTED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>DENIED</span> <span>OTHER</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>NO ACTION TAKEN</span> </div>	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
<b>BOARD VOTE:</b> _____ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2023- _____ AGREEMENT 2023- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**RESOLUTION ESTABLISHING PROCEDURES FOR FILLING A VACANCY ON AN  
APPOINTED GOVERNING BOARD OF A SPECIAL DISTRICT**

**Resolution 2023-**

**WHEREAS**, pursuant to Government Code Section 1778, a vacancy in any appointive office on the governing board of a special district shall be filled by appointment by the board of supervisors of the county in which the larger portion of the district is located; and

**WHEREAS**, pursuant to Government Code Section 1779, a vacancy on any appointed governing board of a special district shall be filled by the appointing authority within 90 days immediately subsequent to its occurrence; and

**WHEREAS**, the Board of Supervisors wishes to establish procedures for posting vacancy public notices for any appointed governing board of a special district where there is no statutory requirement for doing so.

**NOW THEREFORE BE IT RESOLVED** that the Sierra County Board of Supervisors hereby adopts the following procedures for posting vacancies on an appointed governing board of a special district:

1. Notwithstanding any other provision of law, a public notice announcing the vacancy of an appointive office on the governing board of a special district shall be posted in accordance with Government Code Section 54974.
2. The public notice shall be posted for a minimum of 15 working days prior to appointment by the Board of Supervisors.
3. The public notice must include a date and certain time after which applications will no longer be accepted. This deadline will be strictly enforced.
4. Applications signed electronically in accordance with the County's Electronic Signature Policy will be accepted in lieu of an original signature.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

AYES: Supervisors  
NOES: None  
ABSTAIN: None  
ABSENT: None

COUNTY OF SIERRA

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SHARON DRYDEN, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

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HEATHER FOSTER  
CLERK TO THE BOARD

---

DAVID PRENTICE  
COUNTY COUNSEL



**State of California**

**GOVERNMENT CODE**

**Section 54974**

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54974. (a) Whenever an unscheduled vacancy occurs in any board, commission, or committee for which the legislative body has the appointing power, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the clerk of the local agency, on either the local agency's Internet Web site or at the library designated pursuant to Section 54973, and in other places as directed by the legislative body, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment to the board, commission, or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk's office.

(b) Notwithstanding subdivision (a), the legislative body may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

(Amended by Stats. 2017, Ch. 387, Sec. 14. (SB 205) Effective January 1, 2018.)

**SIERRA COUNTY BOARD OF SUPERVISORS'**  
**AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>REGULAR</span> <span>CONSENT</span> <span>TIMED</span> </div> <hr/> <b>SUPPORTIVE DOCUMENT ATTACHED:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>RESOLUTION</span> <span>MEMO</span> </div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>AGREEMENT</span> <span>OTHER <u>Ordinance</u></span> </div>
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b> <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b> <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> <b>IS A BUDGET TRANSFER REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div>
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<b>BOARD ACTION:</b>  <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>APPROVED</span> <span>APPROVED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>ADOPTED</span> <span>ADOPTED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>DENIED</span> <span>OTHER</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>NO ACTION TAKEN</span> </div>	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
<b>BOARD VOTE:</b> <span style="float: right;">BY CONSENSUS</span> AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2023- _____ AGREEMENT 2023- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**ORDINANCE NO. \_\_\_\_\_**

**Amending Sections 2.36.010 and 2.36.020 and repealing Section 2.36.030 of the Sierra County Code Pertaining to the Planning Commission**

**THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA DO ORDAIN as follows:**

**Ordinance Section One:**

Section 2.36.010 of the Sierra County Code is amended to read:

**2.36.010 Membership**

Pursuant to Cal. Gov't Code §65100 and following, the Planning Commission is established. The Planning Commission shall consist of five regular members.

**Ordinance Section Two:**

Section 2.36.020 of the Sierra County Code is amended to read:

**2.36.020 Regular members.**

Each of the five regular members shall be appointed for a four-year term by the Board of Supervisors and shall be subject to removal at any time by the Board of Supervisors. The terms of three of the regular members shall expire at the end of 1976 and at the end of every four years thereafter, and the terms of the other two regular members shall expire at the end of 1978 and at the end of every four years thereafter. The regular members shall determine at random which terms shall expire at which times according to the foregoing schedule.

Vacancies in the term of any regular member shall be filled by appointment by the Board of Supervisors for the balance of the unexpired term.

*Vacancy public notices shall be posted in accordance with Cal. Gov't Code §54974 and in the same manner as all other County Commissions and Committees appointed by the Board of Supervisors.*

*When considering membership to fill a vacancy, preference will first be given to applicants who represent small businesses, agriculture, timber management, environmental issues, property rights, public service, and education. The Board shall also take into consideration the residence address of the applicant and make every effort to have equal representation throughout the county. In the event a vacancy cannot be filled by an applicant who meets the above criteria, the Board may appoint any applicant they deem qualified to serve on the Commission.*

*Members of Commission shall not be related to each other within the first or second degree, whether by blood or marriage.*

**Ordinance Section Three:**

Section 2.36.030 of the Sierra County Code is hereby repealed.

**Ordinance Section Three:**

This ordinance shall take effect sixty (60) days after its passage. Before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors, voting for and against the ordinance in the Mountain Messenger, a newspaper of general circulation published in the County of Sierra, State of California.

Introduced at a regular meeting of the Board of Supervisors held on the 7<sup>th</sup> day of March, 2023 and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, on the            day of            , 2023, by the following roll call vote, to-wit:

AYES:            Supervisors

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

---

PAUL ROEN  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

---

HEATHER FOSTER  
CLERK OF THE BOARD

---

DAVID A. PRENTICE  
COUNTY COUNSEL

**State of California**

**GOVERNMENT CODE**

**Section 54974**

---

54974. (a) Whenever an unscheduled vacancy occurs in any board, commission, or committee for which the legislative body has the appointing power, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the clerk of the local agency, on either the local agency's Internet Web site or at the library designated pursuant to Section 54973, and in other places as directed by the legislative body, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment to the board, commission, or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk's office.

(b) Notwithstanding subdivision (a), the legislative body may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

(Amended by Stats. 2017, Ch. 387, Sec. 14. (SB 205) Effective January 1, 2018.)

**SIERRA COUNTY BOARD OF SUPERVISORS'**  
**AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

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<b>BOARD ACTION:</b>  <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>APPROVED</span> <span>APPROVED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>ADOPTED</span> <span>ADOPTED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>DENIED</span> <span>OTHER</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>NO ACTION TAKEN</span> </div>	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> _____ <b>BY CONSENSUS</b> AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2023- _____ AGREEMENT 2023- _____ ORDINANCE _____
<b>COMMENTS:</b>	

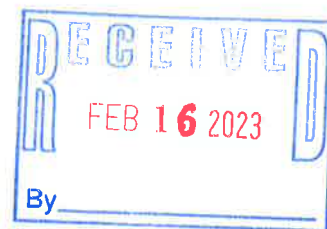
\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE



## SIERRA COUNTY BOARD OF SUPERVISORS

### APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION OR SPECIAL DISTRICT



PLEASE PRINT OR TYPE:

APPLICATION FOR MEMBERSHIP ON: Downieville Fire Protection District  
(NAME OF BOARD/COMMISSION/DISTRICT)

FILING DEADLINE (AS LISTED ON VACANCY LISTING): \_\_\_\_\_

NAME: Greg Johnson EMAIL: gjwhiskeyrun@gmail.com

RESIDENCE ADDRESS: 325 Sunnyside Drive

MAILING ADDRESS: P.O. Box 291

PHONE NUMBERS: HOME: 530-862-5038 BUSINESS/CELL: 916-531-0454

IN WHICH SUPERVISORIAL DISTRICT DO YOU RESIDE? ONE

TIMES YOU ARE AVAILABLE FOR MEETINGS? DAYS: all TIMES: all

#### EMPLOYMENT EXPERIENCE:

Managed a construction company for 38 years.

#### ORGANIZATION AND COMMUNITY EXPERIENCE:

5 years junior livestock committee (Gold County Fair), 4 year board member of Ophir Elementary School Board, current Treasurer of Golden Rays, Board member of DPUD, committee member of DIG and fire auxiliary.

#### OTHER EXPERIENCE WHICH YOU FEEL WOULD BE HELPFUL TO BRING TO THE ATTENTION OF BOARD MEMBERS IN MAKING THIS APPOINTMENT:

Served on two different industry association boards (served as president 4 times) a total of 45 years. Served on negotiation committees for 17 union contracts over 35 year period.

#### EDUCATION (INCLUDE HIGH SCHOOL, COLLEGE AND/OR UNIVERSITY, AND GRADUATE STUDY):

BS from WSU in construction management - graduated 1978.

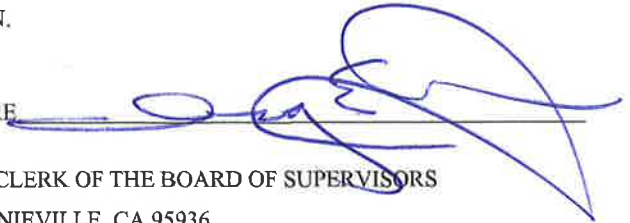
#### WHY WOULD YOU LIKE TO BE APPOINTED?

Fill a community need.

A RESUME CONTAINING OTHER PERTINENT INFORMATION ABOUT YOURSELF WOULD BE HELPFUL TO THE BOARD MEMBERS IN EVALUATING YOUR APPLICATION.

DATE: 2-16-23

SIGNATURE



APPLICATION MUST BE FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS  
PO DRAWER D, DOWNIEVILLE, CA 95936

MEMBERS OF THIS ADVISORY BOARD/COMMISSION/SPECIAL DISTRICT ARE:

☒ REQUIRED      ☐ ARE NOT REQUIRED to file a Statement of Economic Interests with the County Clerk. If you should have any questions as to what this might involve, please call the County Clerk's office at (530) 289-3295.

---

USE TEXT BOX BELOW TO ADD ANY ADDITIONAL INFORMATION THAT DID NOT FIT ON FIRST PAGE.



# SIERRA COUNTY

Board of Supervisors  
P.O. Drawer D  
Downieville, California 95936  
Telephone (530) 289-3295  
Fax (530) 289-2830



## PUBLIC NOTICE

The Sierra County Board of Supervisors is seeking interested persons to serve on the following:

### **DOWNIEVILLE FIRE PROTECTION DISTRICT – (1 Vacancy)**

The Downieville Fire Protection District is a five-member board established to advise the Sierra County Board of Supervisors concerning the Downieville Fire Protection District. The Fire Protection District has the power to establish, equip and maintain a fire department, ambulance services, rescue and first aid services, remove rubbish and litter which might create hazards and adopt ordinances and regulations for fire prevention. Members must reside in the district.

**FINAL FILING DATE:** Open until filled.

**APPOINTMENTS** will be made at the next appropriate meeting of the Sierra County Board of Supervisors.

**PERSONS INTERESTED** in serving may submit an application which can be obtained from the Sierra County Clerk, Courthouse, P.O. Drawer D, Downieville, California, 95936 or from the County Clerk-Recorder's website at: [www.sierracounty.ca.gov](http://www.sierracounty.ca.gov). If further information is required, contact the Clerk-Recorder at (530) 289-3295.

Posted: November 24, 2022

Published: November 24, 2022

			Term Expiration Date
Committee Name	Member Name	Position	
Downieville Fire Protection District	CHERRY SIMI (BOS Appointed)	COMMISSIONER/TREASURER	3/31/2025
Downieville Fire Protection District	VACANT(BOS Appointed)	COMMISSIONER/VICE CHAIR	3/31/2025
Downieville Fire Protection District	LANG, FRANK (BOS Appointed)	COMMISSIONER/CHAIR	3/31/2023
Downieville Fire Protection District	WHARFF, DIANE (BOS Appointed)	COMMISSIONER	3/31/2023
Downieville Fire Protection District	FISHER, LIZ (BOS Appointed)	COMMISSIONER	3/31/2023
Downieville Fire Protection District	GELATT, CYNTHIA "CC" (DFPD Staff)	SECRETARY	
Downieville Fire Protection District	HALL, ROBERT (FIRE)/ STEVE FOLSOM (EMS FIRE CHIEF		

**SIERRA COUNTY BOARD OF SUPERVISORS'**  
**AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

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<b>COMMENTS:</b>	

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CLERK OF THE BOARD

\_\_\_\_\_  
DATE

MEMO:

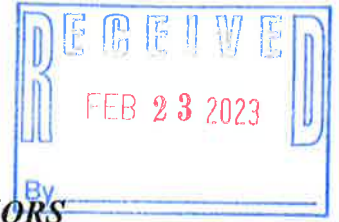
Subject: Appointment to fill a vacancy on the Sierra County Children and Families Commission (First 5).

Department: Board of Supervisors, Heather Foster, Clerk of the Board

Background: Vacant position to be filled with a representative from the following area. County Health Officer and persons responsible for management of County functions involving children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services.



**SIERRA COUNTY BOARD OF SUPERVISORS**



**APPLICATION FOR MEMBERSHIP ON  
ADVISORY BOARD, COMMISSION OR  
SPECIAL DISTRICT**

PLEASE PRINT OR TYPE:

APPLICATION FOR MEMBERSHIP ON: Children & Families Commission (First 5)  
(NAME OF BOARD/COMMISSION/DISTRICT)

FILING DEADLINE (AS LISTED ON VACANCY LISTING): N/A

NAME: Jamie Shiltz EMAIL: jshiltz@sierracounty.ca.gov

RESIDENCE ADDRESS: 605 Pine Street

MAILING ADDRESS: PO Box 1047

PHONE NUMBERS: HOME: 916-995-4629 BUSINESS/CELL: 530-993-6732

IN WHICH SUPERVISORIAL DISTRICT DO YOU RESIDE? 4

TIMES YOU ARE AVAILABLE FOR MEETINGS? DAYS: M-F TIMES: 8-5

**EMPLOYMENT EXPERIENCE:**

Sierra County September 25, 2013-Present (FTE)  
Sierra County Joint Unified School District August 2011-September 2013  
Sierra County January 2011-September 2013 (Extra Help Employee)

**ORGANIZATION AND COMMUNITY EXPERIENCE:**

Sierra County Resident for 37ish years. I have worked closely with the schools, law enforcement, probation, behavioral health and other community based organizations in my role with Social Services.

**OTHER EXPERIENCE WHICH YOU FEEL WOULD BE HELPFUL TO BRING TO THE ATTENTION OF BOARD MEMBERS IN MAKING THIS APPOINTMENT:**

I have attended First 5 meetings in the past as a non-board member, and I have been a member of the CAC in the past as well.

**EDUCATION (INCLUDE HIGH SCHOOL, COLLEGE AND/OR UNIVERSITY, AND GRADUATE STUDY):**

MSW from Chico State in 2018  
BS from Sac State in 2008  
HSD from Loyalton High School 2003

**WHY WOULD YOU LIKE TO BE APPOINTED?**

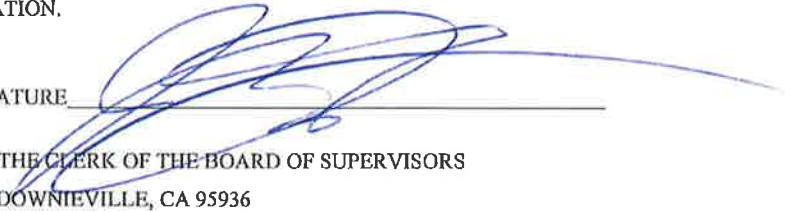
I know that there is a vacancy that must be filled by a Sierra County Employee, and it makes sense that as the Social Worker Supervisor I could bring my perspective and experience to this vacancy.

A RESUME CONTAINING OTHER PERTINENT INFORMATION ABOUT YOURSELF WOULD BE HELPFUL TO THE BOARD MEMBERS IN EVALUATING YOUR APPLICATION.

DATE:

02/22/2023

SIGNATURE



APPLICATION MUST BE FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS  
PO DRAWER D, DOWNTOWNVILLE, CA 95936

MEMBERS OF THIS ADVISORY BOARD/COMMISSION/SPECIAL DISTRICT ARE:

☐ REQUIRED      ☐ ARE NOT REQUIRED to file a Statement of Economic Interests with the County Clerk. If you should have any questions as to what this might involve, please call the County Clerk's office at (530) 289-3295.

---

USE TEXT BOX BELOW TO ADD ANY ADDITIONAL INFORMATION THAT DID NOT FIT ON FIRST PAGE.

# SIERRA COUNTY

Board of Supervisors  
P.O. Drawer D  
Downieville, California 95936  
Telephone (530) 289-3295  
Fax (530) 289-2830



## PUBLIC NOTICE

The Sierra County Board of Supervisors is seeking interested persons who would like to serve on the following:

### **Sierra County Children and Families Commission - (1 Vacancy)**

One (1) vacancy of a five (5) member board created to establish early childhood development and smoking prevention programs. Members of the commission are required to be persons from the following categories: County Health Officer and persons responsible for management of County functions involving children's services, public health services, behavioral health services, social services, and other substance abuse prevention and treatments services; recipients of project services included in the County strategic plan; educators specializing in early childhood development; representatives of a local child care resource or referral agency; or a local organization for prevention or early intervention for families at risk; representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; representatives of local school districts; and representatives of local medical, pediatric, or obstetric associations or societies.

**The board is currently seeking one (1) member from the following:** County Health Officer and persons responsible for management of County functions involving children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services.

For additional information regarding the Sierra County Children and Families Commission contact the Sierra County Clerk or visit the Commission's website at: [www.first5sierra.org](http://www.first5sierra.org).

**FINAL FILING DATE:** Open until filled

**APPOINTMENTS** will be made at the next appropriate meeting of the Sierra County Board of Supervisors.

**PERSONS INTERESTED** in serving may submit an application which can be obtained from the Sierra County Clerk, Courthouse, P.O. Drawer D, Downieville, California, 95936 or from the County Clerk-Recorder's website at: [www.sierracounty.ca.gov](http://www.sierracounty.ca.gov). If further information is required, contact the Clerk-Recorder at (530) 289-3295.

Posted: June 30, 2022  
Published: June 30, 2022

			Term Expiration Date
Committee Name	Member Name	Position	
Sierra County Children and Families Commission	DRYDEN, SHARON (Assigned)	COMMISSIONER - BOS REPRESENTATIVE	N/A
Sierra County Children and Families Commission	CORCORAN, CANDY (BOS Appointed)	EXECUTIVE DIR SCCFS	N/A
Sierra County Children and Families Commission	NORMAN JESSICA A (BOS Appointed)	COMMISSIONER- LOCAL CHILDCARE RESOURCE OR REFERRAL AGENCY - CHAIR	N/A
Sierra County Children and Families Commission	EASLEY, SALLY (BOS Appointed)	COMMISSIONER - MANAGEMENT OF COUNTY FUNCTIONS INVOLVING BEHAVIORAL HEALTH	N/A
Sierra County Children and Families Commission	WHITE, ANDREA (BOS Appointed)	COMMISSIONER - EARLY CHILDHOOD EDUCATOR	N/A
Sierra County Children and Families Commission	VACANT (BOS Appointed)	COMMISSIONER - SUBSTANCE ABUSE AND PREVENTION	N/A
Sierra County Children and Families Commission	CHAMPION, KELLY (SCCFC Appointed)	BUSNESS MANAGER	N/A
Sierra County Children and Families Commission	LEBLANC, TERRY (Assigned)	BOS-ALTERNATE	



**SIERRA COUNTY BOARD OF SUPERVISORS'  
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<b>COMMENTS:</b>	

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CLERK OF THE BOARD

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<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

# Memorandum

**To:** Sierra County Board of Supervisors  
**From:** Lea Salas, Administrative Director  
**Reference:** Agenda Item  
**Date of memo:** February 15, 2023  
**Date of Board Meeting:** March 7, 2023

**Requested Action:** Resolution approving the amended Behavioral Health Advisory Board By-Laws.

**Mandated by:** N/A

## Funding

**Budgeted?** Yes ☒ No ☐

Revenue		
Expenses		
Difference		

**Background Information:** The Behavioral Health Advisory has updated its By-Laws to reflect changes made in the Welfare and Institutions code regarding Behavioral Health Advisory Board activities and membership. Welfare and Institution Code (WIC) Section 5604 language was updated to be more culturally relevant and include duties of the board pertinent to improving behavioral health services and decision making. The WIC also changed membership eligibility of Board members who are employees and spouses of the County as being able to participate so long as they abstain from voting on any contractual or financial issues before the Board.

**Potential Issues to consider:** N/A

**Alternatives or Impacts of disapproval:** N/A

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING THE AMENDED BEHAVIORAL HEALTH ADVISORY BOARD  
BY-LAWS**

**WHEREAS**, the Behavioral Health Advisory Board met and voted to change the By-Laws to reflect the changes made in the Welfare and Institutions code regarding Behavioral Health Advisory Board activities and membership;

**WHEREAS**, Welfare and Institution Code (WIC) Section 5604 language was updated to be more culturally relevant and include duties of the board pertinent to improving behavioral health decision making;

**WHEREAS**, the WIC changed membership eligibility of Board members who are employees and spouses of the County as being able to participate so long as they abstain from voting in any contractual or financial issues before the Board.

**NOW THEREFORE THE COUNTY OF SIERRA RESOLVES AS FOLLOWS:** that the Sierra County Board of Supervisors hereby approves the attached amended by-laws.

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 7th day of March, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
SHARON DRYDEN  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

\_\_\_\_\_  
DAVID PRENTICE  
County Counsel

# **Sierra County Behavioral Health Advisory Board By-Laws**

**February 21, 2023- Revision 2**

**Mental Health/Mental Health Services Act/Substance Use Disorder Services**

P.O. Box 265

704 Mill Street Loyalton, California 96118

Phone: (530) 993-6746 Fax: (530) 993-6746

Contact: Laurie Marsh Phone: 530-993-6745 Email: [lmash@sierracounty.ws](mailto:lmash@sierracounty.ws)



## **Mission Statement**

The Sierra County Behavioral Health Advisory Board, in partnership with the Board of Supervisors, advocates for responsive services, within the Behavioral Health System, that are easily accessible, person and family centered, strength-based, recovery and wellness oriented, culturally proficient and cost effective. The Sierra County Behavioral Health Advisory Board provides the voice of informed perspectives on planning, policies and procedures that impact the recovery, resiliency and rights of the persons served, along with family members. The Sierra County Behavioral Health Advisory Board involves and educates the residents of Sierra County.

## **Expectations**

The following, if agreed upon, shall be presented to the Sierra County Board of Supervisors as our understanding of the Behavioral Health Advisory Board's duties and responsibilities, and the expectations of both bodies. These expectations will allow a strong and positive relationship between the Sierra County Board of Supervisors and the Sierra County Behavioral Health Advisory Board.

The Sierra County Board of Supervisors shall expect the Behavioral Health Advisory Board to provide the following<sup>1</sup>:

- Review and evaluate the community's public mental health needs, services, facilities, and special problems in any facility within the county or jurisdiction where mental health evaluations or services are being provided, including, but not limited to, schools, emergency departments, and psychiatric facilities.
- Review any county agreements entered into pursuant to Section 5650 of the Welfare and Institutions Code. Such examples are proposed annual county mental health services performance contracts for mental health services in the specific county. The local behavioral health board may make recommendations to the governing body regarding concerns identified within these agreements.
- Advise the governing body and the local Administrative and Clinical Behavioral Health Director as to specific aspects of the local behavioral health program. Local behavioral health boards may request assistance from the local patients' rights advocates when reviewing and advising on mental health evaluations or services provided in public facilities with limited access.
- Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process. Involvement shall include individuals with lived experience of mental illness and their families, community members, advocacy organizations, and mental health professionals. It shall also include other professionals that interact with individuals living with mental illnesses on a daily basis, such as education, emergency services, employment, health care, housing, law enforcement, local business owners, social services, seniors, transportation, and veterans.
- Submit an annual report to the governing body on the needs and performance of the county's behavioral health system.
- Review and make recommendations on applicants for the appointment of the local Administrative and Clinical Director of behavioral health services. The board shall be included in the selection process prior to the vote of the governing body.
- Review and comment on the county's performance outcome data and communicate its findings to the California Mental Health Planning Council.
- Serve as advisors to the Board of Supervisors about behavioral health matters, including provisions of services, contracting for services, or other matters necessary.

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<sup>1</sup> Welfare and Institutions Code, Section 5604.2 (a) and (b)

- Assess the impact of the realignment of services from the state to the county, on services delivered to persons served and on the local community, as a whole.

Nothing in this part of the expectations shall be construed to limit the ability of the governing body to transfer additional duties or authority to a behavioral health board.

The Sierra County Behavioral Health Advisory Board shall expect the Board of Supervisors to provide the following:

- Recognition and support of the role of the Sierra County Behavioral Health Advisory Board as an instrument of the Board of Supervisors and the Board of Supervisors' larger constituency, the general public.
- Willingness to solicit recommendations, initiate consultation and to take into consideration the actions, resolutions or reports presented by the Behavioral Health Advisory Board.
- Prompt and careful attention to replacement of Behavioral Health Advisory Board members by appointment, after consultation regarding particular needs, as well as to the specific membership position to be filled.
- Appoint a member of Board of Supervisors to attend Behavioral Health Advisory Board meetings.

### **Expenses**

Governing bodies are encouraged to provide a budget for the behavioral health advisory board, using planning and administrative revenues identified in the subdivision (c) of WIC Section 5892, that is sufficient to facilitate the purpose, duties, and responsibilities of the local mental health board.

### **By-Laws**

#### **Article 1.       NAME**

The name of this advisory board shall be the Sierra County Behavioral Health Advisory Board<sup>2</sup>.

#### **Article 2.       PURPOSE**

The local behavioral health advisory board shall develop by-laws to be approved by the governing body which shall<sup>3</sup>:

- Establish the specific number of members on the mental health board.
- Ensure that the composition of the behavioral health board represents and reflects the diversity and demographics of the county as a whole, to the extent feasible.

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<sup>2</sup> Welfare and Institutions Code Section 5604 (3) (g)

<sup>3</sup> Welfare and Institutions Code Section 5604.4 (a) to (e)

- Establish that a quorum be one person more than one-half of the appointed members.
- Establish that the chairperson of the behavioral health board be in consultation with the local Administrative and Clinical Behavioral Health Directors.
- Establish that there *may* be an executive committee of the behavioral health board.

### **Article 3. MEMBERSHIP**

Advisory boards in counties with a population of less than 80,000 persons may have a minimum of five (5) members<sup>4 5</sup>. The membership of this advisory board shall at all times be as provided in the Welfare and Institutions Code of the State of California.

The advisory board should reflect the cultural diversity of the client population in the county<sup>6</sup>. Counties are encouraged to appoint individuals who have experience and knowledge of the behavioral health system, as well.

One member of the advisory board shall be a member of the local governing body. In counties under 80,000 populations, at least one member shall be a consumer, and at least one member shall be a parent, spouse, sibling, or adult child of a consumer, who is receiving, or has received, mental health services<sup>7</sup>.

Mental health consumers and spouses can work for the County AND serve on the Behavioral Health Advisory Board, but must abstain from voting on any financial or contractual issue concerning the member's employment with the County that may come before the Board<sup>8</sup>.

Members shall be appointed by the Board of Supervisors by a majority vote<sup>9</sup>. The term of each member of the board shall be for three years. The governing body shall equitably stagger the appointments so that approximately one third of the appointments expire in each year<sup>10</sup>.

A board in a county with a population under 80,000 that elects to have the board exceed the five (5) member minimum permitted shall be required to comply with all the composition requirements of a full board of ten (10) to fifteen (15) members<sup>11</sup>.

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<sup>4</sup> Welfare and Institutions Code Section 5604 (a) (1)

<sup>5</sup> Board of Supervisors, County of Sierra, State of California Resolution Number 2011-056, adopted June 7<sup>th</sup>, 2011

<sup>6</sup> Welfare and Institutions Code Section 5604 (a) (1)

<sup>7</sup> Welfare and Institutions Code Section 5604 (a) (3) (a)

<sup>8</sup> Welfare and Institutions Code Section 5604 (a) (3) (e) (1) and (2)

<sup>9</sup> Sierra County Standard Form Bylaws April 2007

<sup>10</sup> Welfare and Institutions Code Section 5604 (a) (3) (b)

<sup>11</sup> Welfare and Institutions Code Section 5604 (a) (3) (B)

#### **Article 4. MEMBERSHIP SELECTION**

In alignment with the established County policy/procedure regarding recruitment and appointment for board vacancies, any vacant seats on the Sierra County Behavioral Health Advisory Board shall be reported to the Sierra County Clerk-Recorder's Office in a timely manner. Vacancy of any seat on the advisory board shall be filled only by appointment by the Board of Supervisors. All attempts should be made to fill vacancies within thirty (30) days.

#### **Article 5. CHAIRPERSON**

At the first regular-or special- meeting held each calendar year, members of the advisory board shall elect a Chairperson who shall preside over the meetings<sup>12</sup>.

The Chairperson shall be the principal executive officer and the official spokesperson of the Sierra County Behavioral Health Advisory Board. The Chairperson shall maintain contact with the Administrative and Clinical Behavioral Health Directors or the designated representative. The Chairperson shall also carry out all the policies of this board and maintain the integrity of the mission statement.

The newly elected Chairperson shall take the office at the first regular-or special- meeting and immediately call the meeting to order. They shall then proceed to administer the business of the Sierra County Behavioral Health Advisory Board in a manner consistent with the rules of the Board.

#### **Article 6. MEETINGS**

All Behavioral Health Advisory Board meetings shall be conducted in compliance with the provisions of the Brown Act (Government Code Sections 54950 et. seq.).

The Sierra County Behavioral Health Advisory Board shall adopt a monthly schedule for regular meetings to occur. Meetings shall occur a minimum of once a quarter should monthly meetings be cancelled due to a lack of quorum or business. The location of these meetings to be determined by the members of the board. The Sierra County Behavioral Health Advisory Board may also conduct business by way of special meetings<sup>13</sup> according to business.

Pursuant to the Brown Act, regular meeting agendas must be posted within 72 hours prior to the scheduled meeting. The agenda must contain a brief general description of each item to be discussed or

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<sup>12</sup> Sierra County Standard Form Bylaws April 2007

<sup>13</sup> Sierra County Standard Form Bylaws April 2007

transacted at the meeting<sup>14</sup>. The description must inform interested members of the public about the subject matter under consideration so that they can determine whether to monitor or participate in the meeting<sup>15</sup>. As a general rule, the description need not exceed twenty (20) words in length<sup>16</sup>.

Per the Brown Act, special meeting notices must be received by all board members at least twenty four (24) hours in advance, along with posting the special meeting agenda<sup>17</sup>. Cancellation of meetings shall follow the same regulations as governed for special meeting notices.

#### **Article 7. QUORUM**

A majority of the members of the Sierra County Behavioral Health Advisory Board shall constitute a quorum for the transaction of business<sup>18</sup>. The number of members required to constitute a quorum for the Sierra County Behavioral Health Advisory Board is three (3).

#### **Article 8. VOTING**

A majority of the members shall be required to vote in the affirmative in order to approve any item of business. All business conducted shall require a motion for approval. Motions shall require a motion and a second before any vote is taken on any matter. A motion that does not receive a second shall fail without further discussion<sup>19</sup>.

#### **Article 9. PUBLIC COMMENT**

All meetings shall include an agenda item to allow comment by members of the public on matters within the subject matter jurisdiction of the advisory board. Public comment can be limited up to ten (10) minutes unless approved by the chair.

In addition to the public comment, members of the public shall have the right to address the advisory board on matters appearing on the agenda as part of the advisory board's consideration of the agenda item. The members of the advisory board can limit the amount of time for any member of the public to provide input on any agenda items up to five (5) minutes unless approved by the chair.

#### **Article 10. ADJOURNMENT**

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<sup>14</sup> Brown Act- GC 54954.2 (a)

<sup>15</sup> Carlson v. Paradise Unified School District 1971

<sup>16</sup> Brown Act- GC 54954.2

<sup>17</sup> Brown Act- GC 54954.3 (a)

<sup>18</sup> Welfare and Institutions Code 5604.4 (c)

<sup>19</sup> Sierra County Standard Form Bylaws 2007

Any meeting of the Sierra County Behavioral Health Advisory Board may be adjourned to another time and place by the vote of a majority of the members present<sup>21</sup>.

#### **Article 11. MEETING MINUTES**

The Mental Health Services Act Coordinator or other alternate designee will take minutes from each Sierra County Behavioral Health Advisory Board meeting. Meeting minutes shall reflect any action taken during the meetings and shall be prepared promptly following each meeting. Approved minutes from the Sierra County Behavioral Health Advisory Board meetings shall be directed to the Sierra County Clerk-Recorder's Office. All Sierra County Behavioral Health Advisory Board meeting minutes, along with all Sierra County Behavioral Health Advisory Board agendas, shall be posted on the county's website for public review. The Sierra County website is [sierracounty.ca.gov](http://sierracounty.ca.gov).

#### **Article 12. ABSENCES**

A member of the Sierra County Behavioral Health Advisory Board who is absent, whether it is excused or unexcused, from five (5) Board meetings in any twelve-month period shall be deemed to have automatically resigned from the Board. In such an event, the member's status will be noted at the next scheduled meeting and shall be recorded in the Board meeting minutes. The Mental Health Services Act Coordinator shall notify the Sierra County Clerk-Recorder's Office of the member's resignation and request the appointment of a replacement<sup>22</sup>.

<sup>21</sup> Sierra County Standard Form Bylaws 2007

<sup>22</sup> Sacramento County Mental Health Bylaws, Section 7

#### **Article 13. AMENDMENTS**

These By-Laws may be amended with the approval of the appointing authority- the Sierra County Board of Supervisors.

#### **Article 14. EFFECTIVE DATE**

These By-Laws shall become effective immediately upon their adoption by the Sierra County Board of Supervisors.

**SIERRA COUNTY BOARD OF SUPERVISORS'**  
**AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>REGULAR</span> <span>CONSENT</span> <span>TIMED</span> </div> <hr/> <b>SUPPORTIVE DOCUMENT ATTACHED:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>RESOLUTION</span> <span>MEMO</span> </div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>AGREEMENT</span> <span>OTHER _____</span> </div>
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b>  <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b>  <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> <b>IS A BUDGET TRANSFER REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div>
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>APPROVED</span> <span>APPROVED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>ADOPTED</span> <span>ADOPTED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>DENIED</span> <span>OTHER</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>NO ACTION TAKEN</span> </div>	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> _____ <b>BY CONSENSUS</b>  AYES:  ABSTAIN:  NOES:  ABSENT:	RESOLUTION 2023- _____ AGREEMENT 2023- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE



# Memorandum

**To:** Sierra County Board of Supervisors

**From:** Lea Salas, Administrative Director of Behavioral Health

**Reference:** Agenda Item

**Date of memo:** February 28, 2023

**Date of Board Meeting:** March 7, 2023

**Requested Action:** Resolution approving the Agency Agreement between Sierra County Behavioral Health and the Tulare County Superintendent of Schools and authorizing the Behavioral Health Administrative Director to sign the agreement to secure funds.

**Mandated by:**

## Funding

**Budgeted?** YesX No

<b>Revenue</b>	\$3,000.00	<b>Tulare County Superintendent of Schools</b>
<b>Expenses</b>	\$3,000.00	<b>Friday Night Live Youth Councils</b>
<b>Difference</b>	0	

## Background Information:

Loyalton FNL (Friday Night Live) is partnering with CFNLP (California Friday Night Live Partnership) and OTS (Office of Traffic Safety) to reduce underage drinking.

FNL is developing a positive social norms campaign using traditional and new media to promote healthy behaviors and shift perceptions of underage drinking.

Through this campaign youth:

- Strengthen public speaking skills.
- Engage in community building and dialogue with local stakeholders.
- Create marketing tools.

Why did these groups choose to focus on preventing underage drinking? The last California Healthy Kids Survey (CHKS) unearthed some shocking facts about Sierra County youth. These numbers are from Sierra County youth only.

- 13% of 9th-grade students and 9% of 11th-grade students binge drinking – one or more days in the past 30 days.
- 11% of 9th-grade students and 7% of 11th-grade students have been drunk or high at school one or more days in the past 30 days.
- 13% of 9th-grade students and 12% of 11th-grade students have been VERY drunk or high 7 or more times in their life.
- 30% of 9th-grade students and 21% of 11th-grade students use alcohol or drugs one or more days in the past 30 days.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:** None

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**RESOLUTION NO. \_\_\_\_\_**

**IN THE MATTER OF APPROVING THE AGENCY AGREEMENT BETWEEN SIERRA  
COUNTY BEHAVIORAL HEALTH AND THE TULARE COUNTY SUPERINTENDENT OF  
SCHOOLS AND AUTHORIZING THE BEHAVIORAL HEALTH ADMINISTRATIVE  
DIRECTOR TO SIGN THE AGREEMENT TO SECURE FUNDS**

**WHEREAS**, the Sierra County Board of Supervisors approved the Agency Agreement between Sierra County Behavioral Health and the Tulare County Superintendent of Schools to support the implementation of comprehensive underage drinking prevention project.

**WHEREAS**, funding for this program was provided by a grant from the California Office of Traffic Safety (OTS), through the National Highway Traffic Safety Administration.

**NOW THEREFORE BE IT RESOLVED**, the Sierra County Board of Supervisors authorizes Lea Salas, Administrative Director of Behavioral Health, or designee, to sign the agreement to secure funds.

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 7th day of March, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
SHARON DRYDEN  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

\_\_\_\_\_  
DAVID PRENTICE  
County Counsel

# Tulare County Office of Education

*Committed to Students, Support & Service*

**Tim A. Hire**  
*County  
Superintendent  
of Schools*

P.O. Box 5091  
Visalia, California  
93278-5091

(559) 733-6300  
tcoe.org

**Administration**  
(559) 733-6301  
fax (559) 627-5219

**Business Services**  
(559) 733-6474  
fax (559) 737-4378

**Human Resources**  
(559) 733-6306  
fax (559) 627-4670

**Instructional Services**  
(559) 302-3633  
fax (559) 739-0310

**Special Services**  
(559) 730-2910  
fax (559) 730-2511

## *Main Locations*

**Administration  
Building & Conference  
Center**  
6200 S. Mooney Blvd.  
Visalia

**Doe Avenue Complex**  
7000 Doe Ave.  
Visalia

**Liberty Center/  
Planetarium &  
Science Center**  
11535 Ave. 264  
Visalia

February 17, 2023

Sierra County Behavioral Health  
704 Mill St.  
Loyalton, CA 96118

Lea Salas,

Attached is your Agency Agreement from: California Friday Night Live Partnership..

Please sign and return either by e-mail or by mail to:

E-mail: [cristal.davis@tcoe.org](mailto:cristal.davis@tcoe.org)

**OR**

Mail: Tulare County Office of Education  
Attn: Cristal Davis, Secretary of Internal Business  
Services  
P.O. Box 5091  
Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,



Cristal Davis

Internal Business Secretary | 559-733-6214 | [cristal.davis@tcoe.org](mailto:cristal.davis@tcoe.org)

# AGENCY AGREEMENT 230617

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**THIS AGREEMENT**, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Sierra County Behavioral Health**, referred to as **AGENCY**.

**ACCORDINGLY, IT IS AGREED:**

**1. TERM:** This Agreement shall become

**effective as**

10/1/2022

**and shall expire on .**

9/30/2023

**2. SERVICES:** AGENCY shall provide services as set forth: (See attached Scope of Services - Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

**3. COST OF SERVICES:** SUPERINTENDENT shall pay AGENCY for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of \$ 3,000.00

**4. METHOD OF PAYMENT:**

- a. **AGENCY must submit itemized invoices to SUPERINTENDENT** for the cost of the services.
- b. **AGENCY** is responsible for maintaining verifiable records for all expenditures.

**5. INDEMNIFICATION:** SUPERINTENDENT and AGENCY shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or AGENCY or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**6. TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

**THE PARTIES**, having read and considered the above provisions indicate their agreement by their authorized signatures below.

**AGENCY**

Lea Salas  
Sierra County Behavioral Health  
704 Mill St.  
Loyalton, CA 96118

**SUPERINTENDENT**

Tim A. Hire, Superintendent  
Tulare County Superintendent of  
Schools  
Tulare County Office of Education  
P.O. Box 5091  
Visalia CA 93278-5091

**SUPERINTENDENT**

---

Signature

*Tim A. Hire*

Date

1/27/2023

**AGENCY**

---

Signature

Sign

Date

**TCOE Program Information**

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**Contact Person:** Katelyn Williford

**Telephone:** (559) 733-6496 x1264

**Department/Program:** California Friday Night Live Partnership

Please return an original copy to:

Tulare County Office of Education  
ATTN: Internal Business Services Secretary  
P.O. Box 5091  
Visalia, CA 93278-5091

## SCOPE OF SERVICES - EXHIBIT A

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### 1. RESPONSIBILITIES OF AGENCY:

(Please provide a detailed description of services and deliverables to be provided by Sierra County Behavioral Health.)

See Exhibit A

### 2. RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

N/A

### FEE SCHEDULE

The contract total for services to be provided are estimated to be

\$3,000.00

including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

<b>Exhibit (A)</b>	Exhibit A - Sierra County - Scope of Work OTS 22-23.docx	34.48KB
<b>Exhibit (B)</b>	Exhibit B-Campaign Requirements OTS 22-23.docx	25.49KB
<b>Exhibit (C)</b>		
<b>Exhibit (D)</b>		

**SCOPE OF SERVICES****1. RESPONSIBILITIES OF CONTRACTOR:**

**BACKGROUND:** Funding for this program was provided by a grant from the California Office of Traffic Safety (OTS), through the National Highway Traffic Safety Administration.

**SCOPE OF WORK:** CONTRACTOR will deliver:

1. Implementation of 1 comprehensive underage drinking prevention project per site, over the course of the project term (October 1, 2022 – September 30, 2023) at the following site:
  - i. Loyalton FNL - \$3,000
2. Completion and submission of deliverables for either a positive social norms or merchant education campaign, as outlined in **Exhibit B Project Requirements**.
3. Participation in quarterly technical assistance calls with the California Friday Night Live Partnership (CFNLP) to support and ensure successful project implementation throughout the project term.

**SPECIFIC CONTRACT PROVISIONS:**

1. CONTRACTOR must submit all products developed under this Agreement, such as identity/promotional items, brochures, printed materials, posters, etc., to the CFNLP for pre-approval prior to dissemination.
2. CONTRACTOR understands all work performed by CONTRACTOR under this Agreement is deemed "work made for hire" under the Copyright Act. The CONTRACTOR assigns all rights, titles, and interests to CFNLP for any work product made, conceived, derived from, or reduced to practice by CONTRACTOR, which result directly or indirectly from this Agreement. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the property of CFNLP.
3. Funds provided through this contract shall not be budgeted or spent on capital improvements, equipment over \$5,000, or entertainment.
4. Awards from this Request for Application (RFA) are valid and enforceable only if sufficient funds are made available from OTS for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature or any statute enacted by the State Legislature which may affect the provisions, terms, or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, awards shall be amended to reflect any reduction in funds.
5. Ensure that Friday Night Live Standards of Practice are utilized throughout all stages of the project.

**INVOICES:** CONTRACTOR shall submit an invoice upon the completion of deliverables. CONTRACTOR shall send the invoice no later than **October 13, 2022**, by one of the two following methods:

**MAIL**

**EMAIL**

TO: Tulare County Office of Education  
California Friday Night Live Partnership  
Attn: Katelyn Williford  
6200 South Mooney Blvd., PO Box 5091  
Visalia, California 93278-5091

**Katelyn.williford@toce.org**

**PROGRESS REPORTS:** CONTRACTOR will provide quarterly Progress Reports that include the activities that are outlined in the Scope of Work. The CONTRACTOR must also report monthly in the FNL Prevention Program Services Data Spreadsheet (PPSDS). Entries into PPSDS must be completed by the 11<sup>th</sup> of the following month. Failing to satisfactorily make progress toward deliverables may be cause for withholding or reducing payment and jeopardize the grant award. CFNLP will not make the final payment until the CONTRACTOR has submitted all work in a complete and acceptable form. Progress Reports will be submitted to the CFNLP at [gina.rodriquez@tcoe.org](mailto:gina.rodriquez@tcoe.org). The quarterly Progress Report due dates are as follows:

*Reporting Period 1: October 1, 2022 – December 31, 2022*

**REPORT DUE JANUARY 13, 2023**

*Reporting Period 2: January 1, 2023 – March 31, 2023*

**REPORT DUE APRIL 14, 2023**

*Reporting Period 3: April 1, 2023 – June 30, 2023*

**REPORT DUE JULY 17, 2023**

*Reporting Period 4: July 1, 2023 – September 30, 2023*

**FINAL REPORT & INVOICE DUE OCTOBER 13, 2023**

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

N/A



## FEE SCHEDULE

The contract total for services to be provided shall not exceed \$3,000 and is inclusive of contractor travel or other expenses.

Prior to payment, the contractor shall submit an invoice no later than **October 13, 2023**, which must be signed by the manager requesting the services to certify that services have been performed in accordance with this Agreement.

The invoice must include the following:

- Contractor (organization/ agency) name and contact information
- Contractor address
- Invoice date
- List of grantee site names
- Name of mini-grant: Implementation of OTS Underage Drinking Prevention Campaign
- Dates of service: October 1, 2022 – September 30, 2023
- To: California Friday Night Live Partnership  
6200 S. Mooney Blvd.  
Visalia, CA 93278-5091  
(559)733-6496
- Price per site and total price

Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

*Payment will be made when evidence is provided that all deliverables have been completed at the conclusion of the project year*

## EXHIBIT B

### PROJECT REQUIREMENTS

Choose one (1) campaign; notify the CFNLP of the campaign choice by December 12, 2022.

#### Positive Social Norms Campaign

Develop & disseminate one data-driven social norms campaign:

1. Develop 2 youth-targeted digital posters/graphics:
  - a. Distribution to 10 youth-centered physical or virtual locations  
Ex: classrooms, student-led social media pages, etc.
  - b. Distribution to 5 community-wide physical or virtual locations  
Ex: Community centers, organizational website, etc.
2. Develop 1 youth-targeted social norms campaign-related radio or video public service announcement (PSA):
  - a. Secure in-kind placement of PSA in at least 1 of the following youth-focused venues: Movie theater, school events, school news mechanisms, community events radio station, or online publication.
3. Develop & implement 1 of the following youth-created social media campaigns:
  - a. Minimum of 1 social media post per month  
OR
  - b. Participate in Social Media Challenge or digital pledge
4. Utilizing a pre-approved press release template, customize and disseminate 1 press release on campaign & outreach efforts.
5. Adhere to the following media requirements for grant-related activities:
  - a. Send all grant-related activity press releases, media advisories, alerts, and general public materials to the CFNLP at [gina.rodriquez@tcoe.org](mailto:gina.rodriquez@tcoe.org).
  - b. If an OTS-approved, template-based press release is used, there is no need for pre-approval; however, the CFNLP ([gina.rodriquez@tcoe.org](mailto:gina.rodriquez@tcoe.org)) must be copied at the same time as the release is distributed to the press.
  - c. If an OTS-approved template is not used, or is substantially changed, a draft press release shall be sent to the CFNLP for approval 14 days prior to the production or dissemination.
  - d. **Use the following standard language in all press, media, and printed materials:** *"Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration."*
  - e. Email the CFNLP a short description of any significant grant-related event or program at least 40 days in advance, so OTS has sufficient notice to arrange for attendance and/or participation in the event.
  - f. Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the CFNLP at [gina.rodriquez@tcoe.org](mailto:gina.rodriquez@tcoe.org) for approval 14 days prior to the production or dissemination.

- g. Include the OTS logo on grant-funded print materials; consult the CFNLP for specifics and format-appropriate logos.
- h. Contact the CFNLP, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated.

### **Merchant Education Campaign**

Develop & deliver 1 merchant education campaign utilizing the following tactics:

1. Develop and disseminate at least one merchant-targeted flyer or educational material.
2. Conduct alcohol retail visits & merchant one-on-ones at a minimum of 2 stores:
  - a. Conduct a Spread the Word Campaign - 2 or more retail outlets.
  - b. Conduct two or more Not on My Watch Merchant Pledge drives.
  - c. Disseminate 1 social media video to highlight partner retailers.
3. Implement 1 youth-created social media campaign.
  - a. Minimum of 1 social media post per month.
4. Utilizing pre-approved press release templates, customize and disseminate 1 press release regarding:
  - a. Spread the Word Campaign efforts, a town hall meeting, or recognition of partner retailers & larger campaign efforts to reduce youth access to alcohol.
5. Optional: Host 1 youth-led, community-wide Town Hall for Change.
  - a. This can be conducted in place of 1 of the deliverables: #1, #2a, #2c, or #3.
6. Adhere to the following media requirements for grant-related activities:
  - a. Send all grant-related activity press releases, media advisories, alerts, and general public materials to the CFNLP at [gina.rodriquez@tcoe.org](mailto:gina.rodriquez@tcoe.org).
  - b. If an OTS-approved, template-based press release is used, there is no need for pre-approval; however, the CFNLP ([gina.rodriquez@tcoe.org](mailto:gina.rodriquez@tcoe.org)) must be copied at the same time as the release is distributed to the press.
  - c. If an OTS-approved template is not used, or is substantially changed, a draft press release shall be sent to the CFNLP for approval 14 days prior to the production or dissemination.
  - d. **Use the following standard language in all press, media, and printed materials:** *"Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration."*
  - e. Email the CFNLP a short description of any significant grant-related event or program at least 40 days in advance, so OTS has sufficient notice to arrange for attendance and/or participation in the event.
  - f. Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the CFNLP at [gina.rodriquez@tcoe.org](mailto:gina.rodriquez@tcoe.org) for approval 14 days prior to the production or dissemination.

- g. Include the OTS logo on grant-funded print materials; consult the CFNLP for specifics and format-appropriate logos.
- h. Contact the CFNLP, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated.

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>REGULAR</span> <span>CONSENT</span> <span>TIMED</span> </div> <hr/> <b>SUPPORTIVE DOCUMENT ATTACHED:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>RESOLUTION</span> <span>MEMO</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>AGREEMENT</span> <span>OTHER _____</span> </div>
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b>  <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b>  <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> <b>IS A BUDGET TRANSFER REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div>
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>APPROVED</span> <span>APPROVED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>ADOPTED</span> <span>ADOPTED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>DENIED</span> <span>OTHER</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>NO ACTION TAKEN</span> </div>	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> _____ <b>BY CONSENSUS</b>  AYES:  ABSTAIN:  NOES:  ABSENT:	RESOLUTION 2023- _____ AGREEMENT 2023- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**  
**RESOLUTION DECLARING MARCH 2023 AS**  
**“AMERICAN RED CROSS MONTH”**  
**IN SIERRA COUNTY**  
**RESOLUTION 2023-**

**WHEREAS**, during American Red Cross Month in March, we celebrate the humanitarian spirit of Sierra County and reaffirm our commitment to help ensure no one faces a crisis alone.

**WHEREAS**, caring for one another is at the heart of our community and exemplified by the people of Sierra County, whose simple acts of kindness through the Red Cross provide help and hope in people’s most difficult moments — continuing the lifesaving legacy of Clara Barton, who founded the organization more than 140 years ago to prevent and alleviate human suffering.

**WHEREAS**, every day, these ordinary individuals lend a helping hand to make an extraordinary difference for neighbors in need — whether it’s providing emergency shelter, food and comfort for families displaced by home fires and other disasters; supporting military members and veterans, along with their families and caregivers, through the unique challenges of service; using vital skills like first aid and CPR to help others survive medical emergencies; or delivering international humanitarian aid and reconnecting loved ones separated by crises around the world.

**WHEREAS**, their support, volunteerism and generous donations are critical to our community’s resilience. We hereby recognize this month of March in honor of all those who fulfill Clara Barton’s noble words, “You must never think of anything except the need and how to meet it,” and ask everyone to join in this commitment.

**NOW, THEREFORE**, the Sierra County Board of Supervisors, do hereby proclaim March 2023 as Red Cross Month. I encourage all citizens of Sierra County to reach out and support its humanitarian mission.

**IN WITNESS WHEREOF**, I have hereunto set my hand this seventh day of March, in the year of our Lord two thousand twenty-three, and of the County of Sierra, California.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA

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SHARON DRYDEN  
CHAIRMAN OF THE BOARD

ATTEST:

APPROVED AS TO FORM:

---

HEATHER FOSTER  
CLERK OF THE BOARD

---

DAVID PRENTICE  
COUNTY COUNCIL

**Teia Miller**

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**From:** Minoletti, Caedy <caedy.minoletti@redcross.org>  
**Sent:** Thursday, February 16, 2023 3:20 PM  
**To:** Clerk-Recorder  
**Subject:** March is Red Cross Month Proclamation Request  
**Attachments:** Sierra County 2023.docx

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

**I would like to respectfully request that the County of Sierra enacts a proclamation declaring **March Is Red Cross Month**.**

In 1943 President Franklin D. Roosevelt proclaimed that during the month of March people "...rededicate themselves to the splendid aims and activities of the Red Cross." 80 years since the president spoke those words, we continue to promote, celebrate and recognize those who make our mission possible. These stellar individuals are volunteers, blood donors, people trained in lifesaving skills, supporters and donors, who step up to aid others when help can't wait.

The American Red Cross:

- Provides immediate help to those who experience a home fire
- Provides 40% of the nation's blood supply
- Facilitates services to our armed forces and their families
- Teaches preparedness and health and safety services to save lives
- Installs smoke alarms in underserved communities
- Provides shelter, food, health and mental health services during disasters
- Is made up of 90% volunteers to perform our critical work

**I have attached a sample proclamation for your review.**

Please let me know if you need any further information or have any questions/concerns.

With gratitude,

**Caedy Minoletti**  
**Executive Director**

**American Red Cross of Northern California**

P.O. Box 3568  
Chico, CA 95927-3568  
279-224-0053  
Caedy.Minoletti@redcross.org



**American Red Cross**  
Northern California

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

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<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b>  <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b>  <b>AMOUNT: \$</b>
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<b>BOARD VOTE:</b> _____ <b>BY CONSENSUS</b> AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2023- _____ AGREEMENT 2023- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE



Minutes to be distributed  
under separate cover  
and/or at meeting.